



Bank of  
Melbourne

# Visa cheque account and payment services.

(No longer available for sale)

**Terms and Conditions  
and General Information.**

Effective 8 November 2023.




This document contains the terms and conditions for the Bank of Melbourne Visa Cheque Account and Payment Services.

Please read the terms and conditions carefully as this will help you to:

- decide whether a Visa Cheque Account or Payment Service will meet your needs; and
- compare the Visa Cheque Account and Payment Services to other bank accounts and payment services you may be considering.

The Visa Cheque Account is issued by Bank of Melbourne – A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714.

## You've got questions? We've got time to talk.

 Give us a call on **13 82 66**  
8.00 am to 8.00pm  
Monday to Saturday

 Pop into a **branch near you**

 Visit [bankofmelbourne.com.au](http://bankofmelbourne.com.au)

### Accessibility support.

At any time, you can inform us how you would prefer to be contacted. If you are deaf and/or find it hard hearing or speaking with people who use a phone, you can reach us through the National Relay Service (NRS). To use the NRS you can register by visiting [accesshub.gov.au/about-the-nrs](http://accesshub.gov.au/about-the-nrs)

Visit [bankofmelbourne.com.au/accessibility](http://bankofmelbourne.com.au/accessibility) for further information on our accessible products and services for people with disability.



**Important note:** if you have an Overdraft Limit, this booklet does not contain all the terms of your agreement or all of the information we are required by law to give you before the agreement is formed. Further terms and information are in the Visa Cheque Account Overdraft Offer.

## Contents.

<b>Section A – Summary of features and benefits of a Visa Cheque Account</b> .....	<b>7</b>
Features and benefits of our Visa Cheque Account.....	7
<b>Section B – Visa Cheque Account fees and charges and how to minimise them.</b> .....	<b>8</b>
More about fees and charges that may apply to your account. ....	9
<b>Section C – Terms and Conditions that apply to your Visa Cheque Account and Payment Services.</b> .....	<b>16</b>
1. Important Words.....	16
2. About the Terms and Conditions. ....	20
3. Changes to the Terms and Conditions. ....	21
4. Your privacy.....	23
5. Marketing Communications. ....	23
6. Duty of Confidentiality. ....	23
7. Our Reporting Obligations.....	24
8. Security of your payment instruments and permitted disclosure of an Internet Banking Password, PIN, Password or Internet and Phone Banking Security Number.....	24
9. Feedback and Complaints. ....	25
10. Agencies. ....	27
11. Trade practices, when we may delay or refuse transactions and Australian Government's Financial Claims Scheme and Payments made in error. ....	27
12. GST. ....	28
13. Significant tax implications.....	28
14. Closing the Account and terminating Payment Services. ....	29
<b>Section D – Terms and Conditions that apply to your Account.</b> .....	<b>29</b>
15. Opening the Account. ....	29
16. Joint Accounts. ....	30
17. Password.....	31
18. Interest.....	34
19. Fees and Charges and how to minimise them. ....	34
20. Withdrawals.....	35
21. Account combination and set-off.....	35
22. Authority to operate.....	36

23.	Statement of Account.....	37
24.	Adjustment of debits and credits to your Account.....	38
25.	Deposits.....	38
<b>Section E – Terms and Conditions that apply to Payment Services.....</b>		<b>40</b>
26.	Fees and charges.....	40
27.	Stopping a transaction on any Payment Services.....	40
28.	Electronic banking system malfunction.....	41
<b>Section F – Terms and Conditions that apply to your Visa Debit Card.....</b>		<b>42</b>
29.	Features and benefits of our Cards.....	42
30.	When we send you a Card.....	43
31.	Terms and Conditions of our Cards.....	43
32.	Additional Cards (Subject to Clause 31.6).....	44
33.	Using a Visa Debit Card.....	44
34.	Withdrawal Limits.....	45
35.	Using a Card to obtain cash. Branches.....	45
36.	Using a Card to access a Linked Account.....	46
37.	Using a Terminal.....	47
38.	Card and PIN Security.....	47
39.	If your Card is lost or stolen or your PIN is revealed or you suspect unauthorised transactions.....	49
40.	Liability for unauthorised transactions.....	49
<b>Section G – Terms and Conditions that apply to cheques.....</b>		<b>52</b>
41.	Features and benefits of a cheque book.....	52
42.	Terms and conditions of a cheque book.....	52
43.	How to complete a cheque.....	52
44.	Payments on cheques.....	52
45.	Stopping payment on cheques.....	52
46.	Incomplete cheques.....	53
47.	Lost or stolen cheque books.....	53
48.	Ending the cheque book option.....	53
49.	Putting cheques into the Account.....	53
50.	Accessing money in the Account using cheques.....	54
51.	Adequate internal procedures.....	54
<b>Section H – Terms and Conditions that apply to Internet and Phone Banking.....</b>		<b>55</b>
52.	Summary of the features and benefits of Internet and Phone Banking.....	55
53.	Significant risks associated with Internet and Phone Banking.....	55
54.	How to start using Internet and Phone Banking.....	55
55.	Availability.....	58

56.	Transaction processing and limits.....	58
57.	Security of your Internet and Phone Banking Security Number and Internet Banking Password.....	59
<b>Section I – Terms and Conditions that apply to BPAY.....</b>		<b>66</b>
58.	Features and benefits of the BPAY Scheme.....	66
59.	Significant risks associated with BPAY.....	66
60.	Terms and conditions of the BPAY Scheme.....	67
61.	How to use the BPAY Scheme.....	67
62.	Valid payment direction.....	67
63.	Information you must give us.....	68
64.	Payments.....	68
65.	BPAY View.....	69
66.	Liability for mistaken payments, unauthorised transactions and fraud.....	71
67.	BPAY View billing errors.....	72
68.	Suspension.....	73
69.	Payment Cut-Off Time.....	73
70.	When a Biller cannot process your payment.....	73
71.	Account records.....	73
72.	Consequential damage.....	73
73.	Privacy.....	74
<b>Section J – Terms and Conditions that apply to periodical payments, direct debits and direct credits.....</b>		<b>74</b>
74.	Features and benefits of periodical payments and direct debits.....	74
75.	Terms and conditions of periodical payments and direct debits.....	74
76.	Direct Credits/Salary Payments.....	76
<b>Section K – Product Disclosure Statement that applies to Business Banking Online.....</b>		<b>76</b>
77.	Business Banking Online.....	76
<b>Section L – Terms and Conditions relating to your Overdraft Limit.....</b>		<b>77</b>
78.	Overdraft Limit.....	77
79.	What is an overdraft?.....	77
80.	Increasing the <i>Overdraft Limit</i> .....	77
81.	Review.....	77
82.	Interest charges you must pay us on debit balances.....	77
83.	<i>Overdraft Limit</i> excesses.....	78
84.	National Credit Code.....	78
<b>Section M – General descriptive information.....</b>		<b>78</b>
85.	Reasonableness.....	78
86.	General descriptive information.....	79

Section N – Information statement. ....	84
<b>The contract. ....</b>	<b>84</b>
1. How can I get details of my proposed credit contract?.....	84
2. How can I get a copy of the final contract? .....	84
3. Can I terminate the contract? .....	85
4. Can I pay my credit contract out early? .....	85
5. How can I find out the pay out figure?.....	85
6. Will I pay less interest if I pay out my contract early?.....	85
7. Can my contract be changed by my credit provider?.....	85
8. Will I be told in advance if my credit provider is going to make a change in the contract?.....	85
9. Is there anything I can do if I think that my contract is unjust?.....	86
<b>Insurance.....</b>	<b>86</b>
10. Do I have to take out insurance? .....	86
11. Will I get details of my insurance cover? .....	86
12. If the insurer does not accept my proposal, will I be told? .....	86
13. In that case, what happens to the premiums? .....	86
<b>General. ....</b>	<b>87</b>
14. What do I do if I can not make a repayment? .....	87
15. What if my credit provider and I can not agree on a suitable arrangement?.....	87
16. Can my credit provider take action against me? .....	87
17. Do I have any other rights and obligations? .....	87

## Section A – Summary of features and benefits of a Visa Cheque Account.

### Features and benefits of our Visa Cheque Account.

	Further Details	Visa Cheque Account
<b>Account features</b>		<b>Transaction account</b>
<b>Fee-free everyday business banking allowances</b>		✓
<b>Eligibility criteria</b>		Relationship managed customers
<b>Interest paid</b>	Clause 18	Monthly
<b>Statements</b>	Clause 23	Monthly
<b>Overdraft option<sup>1</sup></b>	Section L	✓
<b>Linked working account</b>		Not required
<b>SMS and email alerts</b>		✗
<b>Using your account</b>		
<b>Internet banking</b>	Section H	✓
<b>Phone banking</b>	Section H	✓
<b>Card access<sup>2</sup></b>	Section F	✗
<b>Cheque book</b>	Section G	✓
<b>Periodical payments and direct debits</b>	Section J	✓
<b>Agency banking</b>	Clause 10	✓

1. Lending fees and charges also apply. These are set out in the Business Lending and Finance Facilities Fees and Charges for specific services and loan accounts booklet.

2. No new Cards, including Deposit Only Cards, are available. If customers have an existing Card, they will be able to continue using their Card in accordance with Section F.

## Section B – Visa Cheque Account fees and charges and how to minimise them.

Transaction	Visa Cheque Account
Monthly account keeping fee	\$5.00
Minimum monthly balance to avoid Monthly account keeping fee	NA
Monthly allowance fees	Payable for each transaction after the monthly fee-free transaction allowance is exceeded
Monthly fee free transaction allowance <sup>1</sup>	10
Internet Banking <sup>2</sup>	\$0.20
Phone Banking <sup>2</sup>	\$0.20
RTGS <sup>2</sup>	\$0.20
Visa <sup>2</sup>	\$0.55
eftpos	\$0.55
Direct credit	\$0.20
Direct debit	\$0.20
Staff assisted transactions	\$0.80
Cheque clearing (withdrawal)	\$0.55
Cheque clearing (deposit)	\$0.55
Bank@Post	\$0.80

1. Free transactions do not count towards your free monthly transaction allowance.

2. Charges may apply for foreign currency conversion and special services.

Transaction	Visa Cheque Account
Collection item fees	Payable for each collection item after the monthly fee-free collection items allowance is exceeded
Monthly fee free collection items allowance	10
Collection items (including cheque deposits)	\$0.55

### More about fees and charges that may apply to your account.

#### Monthly account keeping fee.

Where a Monthly account keeping fee is payable for your account, it is charged on the last day of the month for each month in which your account is open.

#### Transaction allowances.

Many accounts have fee-free transaction allowances for certain fees and charges, such as a:

- Monthly fee-free transaction allowance (for everyday banking fees and charges); or
- Monthly fee-free collection items allowance.

You are charged a fee for each transaction that is not included in an applicable fee-free transaction allowance, or that is in excess of your allowance.

In some cases, everyday business banking transactions that are free may still count towards your Monthly fee-free transaction allowances.

Collection items and collection items allowances are separate from the fees and charges and allowances that apply to other everyday banking transactions.

## ATMs.

You will need card access to your account to use and access ATM features.

<b>What you can do</b>	<ul style="list-style-type: none"> <li>• Check your balance</li> <li>• Withdraw funds</li> </ul> <p>Other features may be available at select ATMs (e.g. making deposits). ATM features are subject to change. Refer to the ATM device you're using, visit <a href="http://bankofmelbourne.com.au/ouratms">bankofmelbourne.com.au/ouratms</a> or visit your local branch for more details.</p>
<b>Limits or restrictions</b>	<p>Limits or restrictions may apply to:</p> <ul style="list-style-type: none"> <li>• Daily cash withdrawal limit</li> <li>• Minimum withdrawal, subject to note denominations and cash availability</li> </ul> <p>Other restrictions may also apply at non-Westpac Group branded ATMs, which should be disclosed at the specific ATM device.</p>
<b>Fees that may be charged</b>	<ul style="list-style-type: none"> <li>• ATM operator fees may apply (disclosed on-screen at the time of the transaction) when you access your accounts at non-Westpac Group branded or non-Westpac Group partner ATMs (including overseas bank ATMs). This fee will be debited on the day (or next Banking Business Day) of the transaction and itemised separately on your statement.</li> <li>• Overseas withdrawal fee: \$5.00 (Nil for cash withdrawals from Global ATM Alliance ATMs).</li> <li>• An overseas withdrawal fee is charged the day (or next business day) in which the transaction occurred and is in addition to any foreign currency conversion fee.</li> <li>• Some overseas banks may apply a surcharge for withdrawals (which should be brought to your attention before proceeding with the transaction) which will be added to the withdrawal amount, converted to Australian dollars, and debited from your account as one transaction.</li> <li>• Overseas withdrawal fees are not charged for balance enquiries or cash withdrawals made at Global ATM Alliance ATMs. To find an overseas ATM that is part of the Global ATM Alliance, visit <a href="http://bankofmelbourne.com.au/atmalliance">bankofmelbourne.com.au/atmalliance</a></li> </ul>

Everyday banking fees and charges	
<b>Agency</b>	Transactions using an electronic terminal at an agency (excluding Bank@Post™).
<b>Bank@Post™</b>	Use of Bank@Post™ to make a transaction.
<b>Cheque clearing (withdrawals)</b>	For any cheque drawn on your account.
<b>Cheque clearing (deposits)</b>	For deposits to your account carried out at a financial institution other than us (such as when you deposit a cheque for the credit of your account to another bank, including at a Westpac branded branch).
<b>Collection item</b>	Deposit of any cheque or merchant envelope (each cheque and merchant envelope is counted as a separate collection item). A Collection item fee is charged in addition to any other fees payable in relation to the transaction (such as a Staff assisted fee for the deposit).
<b>Direct entry (credit or debit)</b>	Direct entry transactions (such as a direct credit or direct debit) processed to your account.
<b>eftpos</b>	Transactions that are made using a Card at a POS terminal or online (other than Visa Debit transactions).
<b>Internet banking</b>	Transactions carried out through the internet using: <ul style="list-style-type: none"> <li>• Internet Banking; or</li> <li>• Business Banking Online, including BPAY® and Osko® transactions.</li> </ul>
<b>Phone banking</b>	Transactions carried out by phone using our automated Phone Banking system, but not for transactions carried out by our staff during phone discussions with you (these are Staff assisted transactions – see below).
<b>RTGS</b>	Real Time Gross Settlement transactions.

## Everyday banking fees and charges

Staff assisted	Transactions conducted through Bank of Melbourne, St.George, BankSA staff, or staff of a branch agency, including over-the-counter transactions and Express Deposit. Additional transaction fees may be payable depending on the nature of the transaction (such as Collection item fees for depositing a cheque at a branch).
Visa Debit transactions	Transactions that are: <ul style="list-style-type: none"> <li>made using your Visa Debit Card where you press the "credit" or "Visa Debit" option at a point-of-sale terminal;</li> <li>contactless and processed through Visa; or</li> <li>made using your card number and processed through Visa.</li> </ul>

Unless stated otherwise, the fees and charges in this table become payable at the time the transaction they relate to is carried out, and are debited on the last day of the month in which the fee or charge became payable.



In some cases more than one everyday banking fee or charge may apply to a banking service we provide.

For example, if you deposit 2 cheques over-the-counter, this will count as:

- 2 Collection items, and
- 1 Staff assisted transaction.

## Other account fees and charges

The following fees and charges apply for transactions that are additional to the everyday business banking transactions set out earlier, and are debited when we process the transaction to your account.

Fee-free allowances do not apply to these account services. More than one fee may be payable in relation to a particular transaction (such as an overseas periodical payment made by telegraphic transfer).

Account service (not all account services may be available for your account)	Amount
Alerts Services	
<ul style="list-style-type: none"> <li><b>SMS Alert Fee</b> <i>Usage Fee applying per SMS to all SMS Alert Services</i></li> </ul>	Free
<ul style="list-style-type: none"> <li><b>Email Alert Fee</b></li> </ul>	Free
<ul style="list-style-type: none"> <li><b>Dishonour Alert Facility Fee</b> <i>Subscription fee charged monthly</i></li> </ul>	\$2.00
<b>Bank Cheque</b> <i>Requested using Internet banking</i>	\$6.00
<b>Duplicate account statement</b>	\$2.00 per statement
<b>Issue of Deposit Only Card</b>	\$2.20 per card
<b>Overseas cash withdrawal</b> <i>Payable in the month in which the withdrawal is processed to your account</i>	\$5.00
<b>Cash advance made over-the-counter at any Australian Financial Institution</b>	\$3.70
<b>Foreign currency conversion fee</b>	3% of the AUD transaction amount
<b>Periodical payment</b> Periodical payments between accounts held with Bank of Melbourne, St.George or BankSA are free	\$4.00 per payment
<b>Overseas periodical payment</b>	\$10.00 (plus telegraphic transfer fees)
<b>Periodical payment, direct debit or outward cheque dishonour fee</b>	Free

Other account fees and charges	
<b>Payment honour fee</b> Payable for each transaction that: <ul style="list-style-type: none"> <li>overdraws your account or increases the amount already overdrawn;</li> <li>is a withdrawal against uncleared funds; or</li> <li>exceeds the available funds in the account at the time of the transaction.</li> </ul> The fee is debited to your account on the first Business Day after the event occurs.	\$15.00 (charged once for each day)
<b>Stopping payment on a cheque at your request</b> Single cheques, or multiple cheques in the same sequence within a cheque book. <ul style="list-style-type: none"> <li><b>Staff assisted</b></li> <li><b>Requested using Internet or Phone Banking</b></li> </ul>	\$15.00 \$8.00
<b>Frequent Statement Fee</b>	\$2.00 per statement
<b>Trace and Recall fee</b> Payable per trace or recall when you request a trace or recall on an electronic third party transfer or BPAY transaction	\$16.00
<b>Outward telegraphic transfer</b> Requested using Internet banking	\$10.00 per transfer in foreign currency (plus overseas bank charges) \$20.00 per transfer in Australian dollars (plus overseas bank charges)
<b>Inward telegraphic transfer</b> <ul style="list-style-type: none"> <li><b>Credited to an account</b></li> <li><b>All other Inward telegraphic transfers</b></li> </ul>	\$12.00 (plus overseas bank charges) \$38.00 (plus overseas bank charges)
<b>Amendment to payment details on telegraphic transfer</b> Requested using Internet banking	\$15.00
<b>Cancellation and return of funds</b> Requested using Internet banking	\$25.00 (plus overseas bank charges)
<b>Trace on telegraphic transfer</b> Requested using Internet banking	\$25.00 (plus overseas bank charges)
<b>Garnishee fee</b>	\$13.00 (unless otherwise provided by court order)

Other account fees and charges	
<b>Multiple credits (includes payroll credits)</b> Payable per credit: <ul style="list-style-type: none"> <li><b>drawn on a Bank of Melbourne, St.George or BankSA account</b></li> <li><b>drawn on other institution per credit</b></li> </ul>	\$1.50 \$5.00
<b>Direct Entry Payments via Business Banking Online</b> Charged per transaction with a direct entry file	\$0.25



#### Tips for minimising fees and charges.

##### Plan your banking.

If a Free transaction allowance applies to your account, try to limit the number of transactions to stay within the allowance.

##### Use electronic banking.

Staff assisted transactions usually cost more.

##### Choose a suitable account.

We have a wide range of accounts designed to suit different business needs. Talk to us if your banking needs change.



## Section C – Terms and Conditions that apply to your Visa Cheque Account and Payment Services.

### 1. Important Words.

**Access Method** means a method we authorise you to use to instruct us through Electronic Equipment to debit or credit an EFT Account.

It comprises the use of one or more components including a Bank of Melbourne ATM/eftpos Card, a Card number, PIN, Password, Internet and Phone Banking Security Number, Internet and Phone Banking Access Number, Internet Banking Password or combination of these.

It does not include a method requiring your manual signature as the main way in which we ensure you gave us an instruction;

**Account** means the Account on which your Visa Cheque Account is made available;

**Additional Cardholder** means any person to whom a Card has been issued at your request under clause 32;

**ATM** means an Automated Teller Machine operated by us or someone else;

**At Risk Transaction** means an Internet Banking transaction or request identified by us as requiring further authentication by Secure Code Service to complete that transaction;

**Authorised Signatory** means you and any person authorised by you to sign or operate on the Account;

**Authority to Operate** means a form with that general description which is available at any Branch;

**Available Credit** means the credit balance in the Account and any unused portion of your Overdraft Limit excluding any uncleared cheques;

**balance owing on your Account** means, at any time, the difference between all amounts credited and all amounts debited to you under this agreement at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day;

**Bank@Post™** includes selected Australia Post Offices where you can deposit or withdraw cash and check your account balance;

**Banking Business Day** means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia;

**Banking Code** means the Australian Banking Association's banking code of practice as updated, and adopted by us, from time to time;

**Banking Service** means any Account or Payment Service to which these Terms and Conditions apply;

**Basic Single Credit Transfer** means a credit payment other than: Osko payment, or an international funds transfer instructions payment; sent using New Payments Platform (NPP) to the payee of another NPP participant;

**Biller** means an organisation that tells you that you can make payments to them through the BPAY Scheme;

**BPAY** means BPAY Pty Ltd ABN 69 079 137 518 of Level 6, 1 York Street, Sydney NSW 2000. Tel: (02) 8252 0500;

**BPAY Payment** means a payment you make through the BPAY Scheme;

**BPAY Scheme** means the scheme described in clause 58;

**Branch** means any Bank of Melbourne branch and any branch agency. A branch agency is a Bank of Melbourne agency at which deposits or withdrawals can be made;

**Business Banking Online** means a service we offer through the internet to enable you to receive information from us to transmit an instruction file containing instructions for us to carry out funds transfers on your behalf to and from your Accounts or any other service offered;

**Business Day** means a day we are open for business, but does not include Saturday, Sunday or any public holiday;

**Card** means any authorised card issued by us for your Account including a Visa Debit Card that can be used to access your Account;

**Cardlink Services Limited** means Cardlink Services Limited ABN 60 003 311 644 of Cnr Park Road and South Parade, Auburn NSW 2144. Tel: (02) 9646 9222;

**CDM** means any authorised Coin Deposit Machine where you can deposit coins;

**Code** means a PIN, Internet Banking Password, Password, Internet and Phone Banking Security Number or any similar information which may be required in order to make EFT Transactions to and from an EFT Account and which you are required to keep secret;

**Contactless transaction** means a purchase transaction made by holding your Card (which is capable of making a Contactless transaction) in front of a Contactless terminal and without having to insert or swipe it;

**Contactless terminal** means a Terminal which can be used to make a Contactless transaction;

**Corporate & Business Bank Branch** means any of our Corporate & Business Bank Branches and Private Bank;

**Costs** includes charges, expenses and costs, and charges and expenses in connection with legal and other advisers;

**Deposit Only Card** means a card issued by us that can be used to make deposits through selected channels;

**Device** means an article we give you to perform EFT Transactions;

**EFT Account** means an Account from or to which you can transfer funds through Electronic Equipment by use of an Access Method;

**EFT System** means the network of electronic systems used for the transmission of EFT Transactions;

**EFT Transaction** means a transfer of funds initiated by an instruction you give through Electronic Equipment to debit or credit an EFT Account and not intended to be authenticated by comparing a manual signature with a specimen signature;

**eftpos** means debit card payment system administered by eftpos Payments Australia Ltd;

**Electronic Equipment** includes a Terminal, computer, television, fax and telephone;

**Financial Institution** means any bank, building society or credit union;

**GST** means any tax imposed on the supply of any goods, services, real or personal property or other similar things or similar tax;

**Identifier** means information that you know and must provide to perform an EFT Transaction but are not required to keep secret;

**Including or such as or for example**, when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;

**Internet and Phone Banking** means any service we offer from time to time through a communication network (including telephone and the internet) to enable you to receive information from us and to transmit instructions to us electronically, in relation to an EFT Account or other matters we specify;

**Internet and Phone Banking Access Number and Internet Banking Password** means the number used in conjunction with the Internet and Phone Banking Security Number and Internet Banking Password to access Internet and Phone Banking;

**Internet and Phone Banking Security Number** means the personal identification security number used in conjunction with the Internet and Phone Banking Access Number and Internet Banking Password to access Internet and Phone Banking;

**Internet Banking** means the internet banking service offered by Bank of Melbourne;

**Internet Banking Password** means the Password you select for use in conjunction with the Internet and Phone Banking Access Number and the Internet and Phone Banking Security Number to access Internet Banking;

**Linked Account** means any account which is linked to the Card other than the Account;

**Merchant** means a supplier of goods or services purchased by use of a Card;

**Mistaken internet payment** means a payment, other than one using BPAY, by an individual through a "Pay Anyone" internet banking facility and processed through the direct entry (Bulk Electronic Clearing) system where the funds are paid into the account of an unintended recipient because the individual enters or selects a BSB number or other information that does not belong to the intended recipient as a result of the individual's error or the individual being advised of the wrong BSB number and/or identifier. This excludes payments made as a result of a scam;

**Offer** means, if you have an Overdraft Limit, the Visa Cheque Account Overdraft Offer;

**Osko** means the Osko payment service administered by BPAY Pty Ltd that facilitates payments (including Osko Payments) between participating financial institutions. Although Osko is made available by participating members of the BPAY Scheme, payments using Osko are not BPAY payments (and section 4 of these terms and conditions do not apply to payments using Osko);

**Overdraft Limit** means the maximum total amount of credit you may obtain by drawing on any overdraft facility and by using a Card. Any *overdraft limit* is shown in the Offer;

**Password** means the Password or number used in conjunction with your Account and which is not a PIN;

**Payment Cut-Off Time** means, with respect to a Banking Business Day, the time specified in clause 69 for that day;

**Payment Service** includes any of the following services offered by us:

- Card;
- Internet Banking;
- Phone Banking;
- cheque;
- periodical payment;
- direct debit;
- BPAY payment;

**Phone Banking** means the telephone banking service offered by Bank of Melbourne;

**PIN** means the personal identification number for use with a Card;

**POS** means point of sale;

**Related Entity** means a company owned by us;

**Sanctioned Jurisdiction** means a jurisdiction listed at [bankofmelbourne.com.au/osaccess](http://bankofmelbourne.com.au/osaccess)

**Scheduled Payment** means a BPAY Payment, a third party payment or a funds transfer you request us to make at a later date;

**Secure Code** means a randomly generated code that we send to you to authenticate each At Risk Transaction. The Secure Code is sent to your Australian mobile phone number by SMS or an Australian landline telephone number by interactive voice response message. This form of authentication is in addition to your Internet Banking Password and Internet and Phone Banking Security Number;

**Secure Code Service** means our method of Two Factor Authentication where we send you a Secure Code to authenticate At Risk Transactions performed by you using Internet Banking;

**Small Business** has the meaning given to it in the Banking Code;

**Terminal** means an electronic device (including an ATM, PINpad, cash dispenser unit, POS terminal, Contactless terminal or any other electronic funds transfer device) in which the combined use of a Card and a PIN or use of a Card alone may be used to operate on an Account, but does not include Internet and Phone Banking or Business Banking Online;

**Terms and Conditions** means the terms and conditions set out in this booklet;

**Third Party Payment** means:

- a payment made to a third party; or
- a payment made to an Account, in the name of the person authorising the payment, at another Financial Institution;

**Two Factor Authentication** means a security authentication process in which a customer provides a financial institution with two types of identification information to authenticate their identity. The first type of identification information is a piece of information known to the customer. The second type of identification information is information sent by the financial institution to the customer's physical device, e.g. a mobile phone or a landline phone;

**Visa Debit Card** means a debit card that allows you to access your Account through the EFT System and ATMs using the Visa network;

**Visa International** means Visa Pty. Limited ABN 82 079 169 172 of Unit 9, 3 Wellington Street, Kew VIC 3101;

**we, us, Bank of Melbourne, our and ours** means Bank of Melbourne – A Division of Westpac Banking Corporation (**Westpac**) ABN 33 007 457 141 AFSL and Australian credit licence 233714;

**Westpac Group** means Westpac and its related bodies corporate. St.George Bank, Bank SA and Bank of Melbourne are all divisions of Westpac;

**Westpac Group partner ATM** refers to a third party ATM operator who Westpac has an arrangement with. The available ATM locations can be found on our website at the ATM locator [bankofmelbourne.com.au/locator](http://bankofmelbourne.com.au/locator) or via the Bank of Melbourne Mobile Banking App;

**you** means the Account holder in relation to an Account and the user of a Payment Service in relation to a Payment Service. The singular includes the plural and vice versa.

A reference to:

- “\$” is to the lawful currency of Australia;
- any thing includes the whole and each part of it; and
- a document includes any variation or replacement of it.

## 2. About the Terms and Conditions.

- 2.1 The Terms and Conditions sets out all the terms and conditions that govern:
- (a) your Account;
  - (b) Visa Debit and ATM Cards;
  - (c) cheques;
  - (d) BPAY;
  - (e) Internet and Phone Banking;
  - (f) periodical payments; and
  - (g) direct debits.
- 2.2 Additional terms and conditions may apply to other banking services that we provide, such as Internet and Phone Banking or Business Banking Online.
- 2.3 You should read the Terms and Conditions carefully and any other terms and conditions we give you that apply to your Account and Payment Services.
- 2.4 We warrant that we will comply with the ePayments Code where it applies. If your facility is designed primarily for use by a business and established primarily for business purposes, the ePayments Code will not apply to it.

- 2.5 The relevant provisions of the Banking Code apply to the banking products and services described in these Terms and Conditions if you are a Small Business or an individual who is not treated as a business under the Banking Code.

If any other information about the Account or Payment Services is made available, it may be accessed by calling any of our Corporate & Business Bank Branches or Private Bank.

### Agreeing to these Terms and Conditions.

- 2.6 If you have an *Overdraft Limit*, these Terms and Conditions apply to you as soon as you sign your acceptance in the *Offer*.
- 2.7 If you do not have an *Overdraft Limit*, the first time you or an Additional Cardholder signs a Card or authorises a transaction on the Account (including by using a Card or drawing a cheque) or make a cash withdrawal at any Financial Institution, you will automatically be agreeing to these Terms and Conditions.
- 2.8 These Terms and Conditions then apply to all transactions on the Account.
- 2.9 If you do not agree with these Terms and Conditions, do not carry out or permit an Additional Cardholder to carry out any transaction. Instead, return all Cards (cut in half for your protection) and cheques to us.
- 2.10 All conditions applying to any Linked Account also apply when you or an Additional Cardholder use the Card on these Accounts.
- 2.11 If you accept these Terms and Conditions as trustee of any trust or settlement, you acknowledge that the Account is for the benefit of the trust, you have authority to open the Account and you have the right to be fully indemnified out of trust assets for obligations incurred under these Terms and Conditions.

## 3. Changes to the Terms and Conditions.

- 3.1 The Terms and Conditions can be changed by us at any time if we change it in accordance with any applicable law.
- 3.2 We will notify you of:
- (a) any change to any of the matters specified in the Terms and Conditions; and
  - (b) any event that affects any of the matters specified in the Terms and Conditions in accordance with clause 3.3.

3.3 The following table sets out when and how we will notify you about certain changes or events:

Type of change	Timeframe
<b>Introducing a new fee</b>	30 days in advance
<b>Increasing an existing fee</b>	30 days in advance
<b>Change in the way interest is calculated, charged or paid to the Account</b>	30 days in advance
<b>Government charges</b>	Reasonably promptly after the government notifies us of the change, unless the change has been publicised by the government
<b>Change to how and when deposits may be made</b>	30 days in advance
<b>Change to the how and when withdrawals may be made from the Account</b>	30 days in advance
<b>Change to any term or condition necessary or desirable to comply with or reflect any law, regulator guidance or requirement, or decision of a court or other dispute resolution process</b>	30 days in advance
<b>Change to any term or condition where the change reflects changes to our business or technological systems or processes, where we reasonably consider the change to be beneficial to you, or where the change is administrative or corrects a mistake or omission</b>	30 days in advance
<b>Change to any term or condition in any circumstance where it is reasonably necessary to protect our legitimate interests</b>	As soon as reasonably possible (which may be before or after the change is made) or, if the change is unfavourable, 30 days in advance

3.4 We will notify you in one of the following ways:

- (a) in writing. We may write to you directly or notify you in the media depending upon the change to the Terms and Conditions; or
- (b) electronically (where the ePayments Code and the Banking Code permit and if you agree); or
- (c) in any other way agreed to by you; or
- (d) notifying your agent in any way agreed to by the agent.

3.5 If we need to give you written notice, we will regard that notice as given to you 6 Business Days after we post it by ordinary mail to the mailing address we have last recorded. So that our record of your contact details remains accurate and up to date, you must notify us of any change to your contact details. You can do this in writing or over the telephone if you tell us your Password (see clause 17). If you change your address and don't tell us, you will be considered to be notified if we write to the old address.

3.6 If the Account is a joint Account and all Account holders live at the same address, you agree that one Account holder will be appointed as the agent of the other Account holders for the purposes of receiving notices from us under this condition. This means that only one notice will be sent for the Account.

3.7 If the Government introduces or changes a Government charge payable directly or indirectly by you, you agree to receiving notice in the media or in writing.

3.8 Where the ePayments Code and the Banking Code permit, and if you agree, we may use electronic means to communicate with you, for example, by sending you electronic statements, written notices or other communications about our products and services.

3.9 We'll always let you know if, for any reason, the terms and conditions of your account change. However, advance notice may not be given where a change has to be made to immediately restore or maintain the security of our systems or of individual accounts or facilities. We may give you a shorter notice period, or no notice, of an unfavourable change if it is reasonable for us to manage a material and immediate risk. Unless otherwise specified in this document, we may notify you of changes as set out in the 'Changes to the Terms and Conditions' table in this section.

## 4. Your privacy.

When you apply for an Account or Payment Service from us, the application form contains a privacy statement which sets out in more detail how we use and when we disclose your personal information in relation to the Account or Payment Service.

We handle your personal information in accordance with the privacy statement in the application form for the Account or Payment Service applied for. You can obtain a copy of our privacy statement by asking at any Bank of Melbourne branch or by calling 13 22 66. Our privacy statement is also available at [bankofmelbourne.com.au/privacy/privacy-statement](http://bankofmelbourne.com.au/privacy/privacy-statement).

## 5. Marketing Communications.

We will use your personal information to send you offers for products and services we believe may be of interest and value to you (including by email, SMS or other means) unless you have previously told us that you do not want to receive marketing offers from us. The products and services offered may be provided by us or one of our third-party partners. If you do not want to receive direct marketing offers from us, you can manage your marketing preferences in your online banking profile, let us know using the contact details in our [Privacy Statement](#) or follow the opt-out instructions in the message.

## 6. Duty of Confidentiality.

We acknowledge that, as well as our duties under legislation, we owe a general duty of confidentiality to you. However, in some cases we may disclose your personal information if:

- (a) disclosure is compelled or permitted by law; or
- (b) there is a duty to the public to disclose; or
- (c) our interests require disclosure; or
- (d) disclosure is made with your express or implied consent.

## 7. Our Reporting Obligations.

We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. We may ask you whether you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident from time to time, such as when you open an account with us, or if your circumstances change. If you do not provide this information to us we may be required to limit the services we provide to you.

Unless you tell us otherwise, by completing any application, you certify that any shareholder, named beneficiary, settlor or controlling person is not a foreign tax resident. You must tell us if you, or any shareholder, named beneficiary, settlor or controlling person is, or becomes, a foreign tax resident (unless an exemption applies, such as for shareholders of listed companies). Where there are no named beneficiaries (e.g. for beneficiaries identified only as a class) you must tell us if a beneficiary is a foreign tax resident immediately when any decision is made to identify and make a distribution to them. You may contact us to provide foreign tax residence information by calling 1300 725 863.

We cannot give tax advice, so please contact your independent tax advisor if you need help finding out whether any person is a foreign tax resident.

## 8. Security of your payment instruments and permitted disclosure of an Internet Banking Password, PIN, Password or Internet and Phone Banking Security Number.

8.1 For your own security against loss, you should safeguard any payment instruments that relate to your Account such as cheques or Cards, any PIN or Internet and Phone Banking Security Number relating to a payment instrument. Also, you should safeguard the security of your Password. Further information about security is set out in clause 17 (for Passwords), clause 38 (for Cards and PINs), clause 47 (for cheque books) and clause 57 (for Internet and Phone Banking Access Methods).

8.2 If you want a third party to collect information about your Accounts from us so that it can be aggregated with information about accounts you have, you may be asked to give details of your PIN or Internet and Phone Banking Security Number or Internet and Phone Banking Access Number or Internet Banking Password to that third party. Before doing so you must check that the third party is approved by us. We will not treat the disclosure of your PIN or Internet and Phone Banking Security Number or Internet and Phone Banking Access Number or Internet Banking Password to a third party we have approved as a breach by you of these Terms and Conditions.

## 9. Feedback and Complaints.

### Delivering on our service promise.

9.1 We're constantly striving to provide the best possible service, and we'll do our best to resolve any concern you have efficiently and fairly.

### Our commitment to you.

9.2 If you're ever unhappy about something we've done – or perhaps not done – please give us the opportunity to put things right.

Our aim is to resolve your complaint within 5 Business Days, and where possible we will resolve your complaint on the spot. If we need additional time to get back to you, we will let you know. Should we be unable to resolve your concern at your first point of contact, we will then refer the complaint to our dedicated Customer Managers in our Customer Solutions team.

Our Customer Solutions Customer Managers are here to find a solution for you and will ensure that you're regularly updated about the progress we are making to resolve your complaint.

### You can contact us:

#### 9.3 Over the phone

Please call us from anywhere in Australia on 13 82 66.  
If you are overseas, please call +61 3 8536 7870.

#### By post

You can write to us at: Bank of Melbourne Customer Solutions,  
Level 5, 150 Collins Street, Melbourne VIC 3000

#### In Branch

If you prefer to tell us in person, go to our website to locate your nearest branch.

#### Online

Using the secure feedback form at  
[eforms.bankofmelbourne.com.au/olfmu/eforms/ConsumerFeedback/#/welcome](https://eforms.bankofmelbourne.com.au/olfmu/eforms/ConsumerFeedback/#/welcome)

For further information go to our website and search 'Feedback and Complaints'.

### If you are still unhappy.

9.4 If you are not satisfied with our response or handling of your complaint, you can contact the external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA).

### Australian Financial Complaints Authority.

9.5 The Australian Financial Complaints Authority (AFCA) provides a free and independent service to resolve complaints by consumers and small businesses about financial firms (e.g. banks), where that complaint falls within AFCA's terms of reference.

The contact details for AFCA are set out below.

Australian Financial Complaints Authority

Online: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678 (free call)

Post: Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001

### Errors.

- 9.6 If you believe an error has been made, please notify us by contacting your nearest Branch. We will correct any error that is found to be ours as soon as possible.
- 9.7 To assist us in resolving the error, you should:
- report it promptly;
  - state clearly the nature of the problem or your particular grievance; and
  - have available all documents and background information.

### National Credit Code.

- 9.8 If you have a credit contract relating to the Account, you may also have rights regarding disputes under the National Credit Code which are not referred to below. Further information about these rights may be obtained by:
- phoning the General Customer Enquiries phone number listed on the outside of the back cover of these Terms and Conditions; or
  - referring to our Customer Satisfaction brochure; or
  - contacting a government consumer agency.

### EFT Transactions.

- 9.9 If it is unclear whether you have contributed to any loss that is the subject of any complaint you make to us, we will consider all reasonable evidence, including all reasonable explanations for the transaction occurring. The fact that your Account has been accessed with the correct Access Method, whilst significant, will not be conclusive evidence that you have contributed to the loss.
- 9.10 We will not require you to raise complaints or disputes in relation to the processing of EFT Transactions with any other party to the shared EFT System (such as a retailer or a Merchant). Where we have been notified by another party to the shared EFT System, or form the view that a transaction has been debited or credited incorrectly to your Account, we will investigate.
- We will make any corrections to your Account we consider appropriate in the circumstances. Any correction will be included in your next statement. We will also notify you as soon as practicable after reversing an incorrect credit.
- 9.11 If you request, we will provide you with further details about any correction shown on your Account statement.

- 9.12 We will inform you in writing of our decision relating to an EFT Transaction dispute and, if the dispute is not resolved to your satisfaction, any further action you can take to resolve the dispute. We will inform you in writing of our decision relating to any other dispute unless we agree with you that the notice can be given verbally.
- 9.13 If, in relation to an EFT Transaction, we fail to observe these Terms and Conditions when we allocate liability or when conducting our complaint investigation and dispute resolution procedures and as a result there is unreasonable delay or the outcome of our investigation is prejudiced, we will accept full liability for the amount that is the subject of the complaint.
- 9.14 If you have a complaint which relates to the BPAY Scheme, and you are not an individual, then we will resolve your dispute in accordance with dispute resolution procedures established under the BPAY Scheme.

## 10. Agencies.

- 10.1 We may offer a range of Banking Services through agents appointed by the Bank to provide such services. The full range of Banking Services provided by us may not be available through any such agent. Further there may be some restrictions on how these services operate and on cash transaction limits at particular agents.

## 11. Trade practices, when we may delay or refuse transactions and Australian Government's Financial Claims Scheme and Payments made in error.

### Trade practices.

Nothing in these Terms and Conditions has the effect of excluding, restricting or modifying any rights which by law cannot be excluded, restricted or modified.

### When we may delay or refuse transactions.

In some circumstances, including where we consider it reasonably necessary to meet our regulatory and compliance obligations (including those relating to anti-money laundering and counter-terrorism financing) or to manage associated risk, we may, without giving you notice:

- block or place a stop on your Card; and/or
- delay, block, freeze or refuse a transaction.

Examples of when we may take these measures include where we have reasonable grounds to believe that:

- a transaction may breach Australian law or sanctions (or the law or sanctions of any other country); or
- a transaction involves a payment to, from or through a Sanctioned Jurisdiction; or
- your account, Internet Banking and/or Card is being used in a manner we reasonably consider is unsatisfactory, fraudulently or in a way that might cause you or us to lose money; or
- you do not provide us with any document or information we reasonably request from you.

We may take these measures for as long as we reasonably need. Bank of Melbourne and its correspondents are not liable for any loss you suffer (including consequential loss) caused in connection with the relevant product(s).

You provide us with the following undertakings and indemnify us against any potential losses arising from any breach by you of such undertakings:

- you must not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country) or that involves a payment to, from or through a Sanctioned Jurisdiction; and
- you will not access or use your Internet Banking in a Sanctioned Jurisdiction.

You should also be aware that:

- we may from time to time require additional information from you to assist us to comply with our regulatory and compliance obligations or to manage associated risk; and
- where legally permitted to do so, we may disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties.

### Payments made in error.

Where we reasonably believe that a payment made to your account may be a payment made in error, we may, without your consent, deduct from your account an amount no greater than the payment amount made in error and return it to the understood source of origin or as required by law, code or regulation. A payment made in error includes a fraudulent payment, a payment as a result of a scam affecting you or another person, an over payment, a duplicate payment or a payment error made by us. We will take steps, acting reasonably, to contact you in relation to a payment made in error where we consider it relates to a scam or fraud, unless we are unable. See the 'Mistaken internet payments' section for more information.

### Australian Government's Financial Claims Scheme.

You may be entitled to payment under the Australian Government's Financial Claims Scheme. Payments under the Financial Claims Scheme are subject to a limit for each depositor. Information about the Financial Claims Scheme can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au).

## 12. GST.

- 12.1 We tell you if any fees we charge you are GST inclusive.
- 12.2 If there is a situation in which we are required to pay GST on a payment you make to us, you agree to increase the amount of the payment to include the GST amount.
- 12.3 We will tell you of any additional GST amount you must make on a payment.

## 13. Significant tax implications.

Interest earned on your Account is taxable. As the circumstances of each customer are different, we encourage you to seek independent tax advice.

## 14. Closing the Account and terminating Payment Services.

- 14.1 Any one of you can close the Account at any time by telling us in writing and cutting in half and returning all Cards and unused cheques on the account, to your Branch. See Clauses 14.4 and 16 in relation to your liability upon closure of the Account. We reserve the right to freeze the Account following written advice from you or your legal representative of a matrimonial dispute.
- 14.2 We may cancel any Card or unused cheques or close the Account or do both at any time without prior notice. We will notify you as soon as possible afterwards. We may do this in the following circumstances:
- (a) we reasonably consider you have induced us to issue any Card or cheque by fraud; or
  - (b) we believe the Card is, or cheques are, being used in a way that may cause loss to you or us; or
  - (c) the Account becomes inactive and has a nil balance.
- 14.3 If we cancel the Card, you must not use it. You must return all Cards on the Account (cut in half for your protection) and unused cheques promptly if:
- (a) we close the Account; or
  - (b) we cancel your Cards; or
  - (c) we request you to do so.
- 14.4 If we close the Account or if we cancel a Card in any circumstances, you must immediately pay the balance owing on your Account, if it is a debit balance, on demand from us together with amounts for transactions not yet processed on the Account, government taxes and duties and other charges for the period up to closure or cancellation and any of our fees and charges incurred before closure or cancellation.
- Clause 40 applies if a Card is used without your knowledge or consent during that period. You must return all Cards and unused cheques on the Account. Please refer to clause 32.6 in relation to your obligation to return all Cards to us.
- 14.5 We may debit the Account with any fees and charges incurred between the time of closure or cancellation of the Account or any Card issued on the Account and the time we receive back all unused cheques and all Cards or you have taken all reasonable steps to have all Cards returned to us.

## Section D – Terms and Conditions that apply to your Account.

### 15. Opening the Account.

- 15.1 To open the Account you must:
- be 18 or over (unless we agree otherwise); and
  - give us the identification and information we require.

- 15.2 When you open the Account, you may quote us your tax file number (TFN) or an exemption, if one applies. Collection of TFNs by us is authorised by tax law. Quotation is not compulsory, but tax may be taken out of your interest if you do not quote your TFN or an exemption.
- 15.3 We have the right to refuse to open an Account or undertake a Payment Service for any person, if we comply with all applicable laws.
- 15.4 If you are seeking to switch your personal transaction account from another financial institution in Australia, we can assist in that switching process.
- 15.5 If we cannot locate you after having made reasonable efforts to do so, we may stop operations on your account until you give us your current contact details. Please refer to clause 20.1 for further information.
- 15.6 Under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* it is a requirement that the Account holder and all signatories to the account must be identified. The identification requirements are set out in the Identification Checklist. This is available online or by visiting us in branch.
- If you or any signatories opening an account do not meet our identification requirements, we will not be able to open the product until you and all relevant individuals are identified according to our requirements. Additionally, if you or any signatory to an existing product have not satisfied our identification requirements at any time, we may be required to limit the services we provide to you (which may include imposing a block on your product or closing it) until all identification requirements are completed.

## 16. Joint Accounts.

- 16.1 You can open the Account in your name or with one or more other persons.
- 16.2 You are all liable jointly and individually for the Account.
- 16.3 We can ask either or both of you to repay the balance owing on your Account. This means one of you could be liable to repay the whole balance owing on your Account on your own. Either of you can write to us and terminate your liability for future advances on your Account. If either of you ask to terminate your liability, we will cancel any Cards and stop operation of your Account. In any case, each of you remain liable for all transactions either of you make prior to the date you cancel your liability for future advances on your Account, even if the transactions are debited to the Account after the cancellation date.
- 16.4 Joint Account holders must sign an "Authority to Operate" form available at any of our Branches. (Please refer to Clause 22.) Joint Account holders may authorise any one Authorised Signatory to operate the Account or they may require one or more Authorised Signatories acting together to operate the Account. Joint Account holders may vary these instructions in writing from time to time. Also, if we are made aware of any dispute on a joint Account, we may decide to only permit operations on the Account if all joint Account holders sign.
- 16.5 Where a Card has been issued or you are registered for Internet and Phone Banking, any of you may operate the Account on your own. Your authority to operate can not require more than one Authorised Signatory to operate the Account.
- 16.6 Where a Card has not been issued and you are not registered for Internet and Phone Banking, your Authority to Operate may nominate one or more of you as being required to operate the Account.

- 16.7 The credit balance of a joint Account is held jointly by all Account holders. This means that each Account holder has the right to all of the balance, jointly with the other Account holders.
- 16.8 If a joint Account holder dies, the remaining Account holders hold the credit balance and if there is more than one, those remaining Account holders hold the credit balance jointly.
- 16.9 Any account holder of a joint account can request us to change the method of operation on the account to require all account holders to operate together. If you ask for an account to be operated jointly, some account features may not be available (for example, card access).

## 17. Password.

- 17.1 When you open the Account, you choose a Password. You use this Password to verify your identity at a Branch or when making phone enquiries. For security reasons we can refuse to allow you access to the Account if you cannot supply your Password. You can change your Password by asking us in writing to do so.
- 17.2 We strongly recommend that you select a Password that you can remember without needing to make a written record of it or anything which reminds you of it.
- 17.3 The security of your Password is very important. You must not disclose your Password to any other person or record it in any manner that would indicate to any other person that it is your Password.
- 17.4 If you require a memory aid to recall your Password you may make such a record provided the record is reasonably disguised. However, we do not consider that the following examples provide a reasonable disguise, and you agree:
- (a) not to record your disguised Password on your Card;
  - (b) not to describe your disguised record as a "Password record" or similar;
  - (c) not to disguise your Password using alphabetical characters or numbers: A=1, B=2, C=3, etc;
  - (d) not to select or disguise your Password using any of the following combinations (or parts of them):
    - (i) dates of birth
    - (ii) family members' names;
  - (e) not to store your Password in any low security device of any kind, such as (but not limited to):
    - (i) calculators
    - (ii) personal computers
    - (iii) electronic organisers.

There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your Password. You must exercise extreme care if you decide to record a memory aid for your Password.

Please note: Liability for losses resulting from unauthorised EFT Transactions is determined under the relevant provisions of the ePayments Code, where that Code applies.



17.5 You must tell us as soon as possible if you become aware of the loss, theft or misuse of your Password or a record of the Password, or if you suspect that the Password has become known to another person or that unauthorised transactions have been made. You may notify us by telephoning our 24 hour Card Service Centre listed on the outside of the back cover of these Terms and Conditions. You will need to give us all relevant information you may have. You should confirm in writing any notice you give us by telephone. A failure to confirm in writing will not affect your liability for unauthorised transactions however it will help us to effectively deal with your report.

17.6 When you report the matter you will be given a notification number (or other form of acknowledgment). You should retain that number as confirmation of the date and time of your report.

17.7 If you are unable to report to us because our facilities are unavailable:

- (a) please tell us within a reasonable time after our facilities become available again;
- (b) if the ePayments Code applies, you will not be liable for any unauthorised transaction which could have been prevented if you had been able to tell us, provided you tell us within a reasonable time after our facilities become available again.

#### **Liability for unauthorised transactions.**

17.8 You are not liable for unauthorised EFT Transactions requested of our staff by use of a Password, if it is clear you did not contribute to losses resulting from those transactions. Otherwise, your liability for unauthorised EFT Transactions will normally be limited to:

- (a) \$150;
- (b) the balance of the EFT Accounts on which the unauthorised EFT Transactions were made and on which we allow you to transact by use of a Password; or
- (c) the actual loss incurred before you notify us under clause 17.5 (excluding that portion of the loss incurred on any one day which exceeds any applicable daily transaction limit),

whichever is the smallest amount.

In some circumstances, you may be liable for a greater amount of unauthorised EFT Transactions by use of a Password.

Please refer to clauses 17.11 to 17.16 for details of those circumstances.

17.9 You are not liable for losses caused by:

- (a) the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or Merchants who are linked to the electronic funds transfer system or of their agents or employees; or
- (b) unauthorised EFT Transactions by use of a Password which occur after you have given us notice as required by clause 17.5; or
- (c) for unauthorised EFT Transactions made using a Password only, any such unauthorised transactions made before you receive your Password; or
- (d) any Password that is forged, faulty, expired or cancelled; or
- (e) the same transaction being incorrectly debited more than once to the same account.

#### **When you will be liable.**

17.10 You will be liable for losses resulting from transactions which are carried out by you, a person authorised by you or another person with your knowledge and consent.

17.11 You will be liable if you have contributed to the unauthorised use because you:

- (a) engaged in fraud;
- (b) voluntarily disclosed your Password to anyone, including a family member or friend; or
- (c) where a Device is also needed to perform a transaction, kept a record of your Password (without making any reasonable attempt to protect the security of the Password) with the Device or in a way that was liable to loss or theft simultaneous with that Device; or
- (d) selected a Password which represents an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such a Password and warned of the consequences of doing so; or
- (e) you act with extreme carelessness in failing to protect the security of your Password.

17.12 Your liability under clause 17.11 will not exceed the smallest of:

- (a) the actual loss incurred up to the time we are notified that your Password has become known to someone else or the time we are notified of the existence of unauthorised transactions; or
- (b) the funds available in your EFT Accounts including any agreed line of credit; or
- (c) the total amount you would have been allowed to withdraw on the days that the unauthorised use occurs.

17.13 If more than one Code is required to perform a transaction and we prove that you breached the security requirements for one or more, but not all, of those Codes, you will be liable under clause 17.11 only if we also prove, on the balance of probability, that the breach of the security requirements was more than 50% responsible for the losses.

17.14 You will be liable if you have contributed to the unauthorised use because you unreasonably delayed in notifying us that your Password had become known to someone else.

17.15 You will be liable for any losses directly attributed to that delay that were incurred before notification. Your liability for these losses will not exceed the smallest of:

- (a) the actual loss which could have been prevented from occurring in the period between when you became aware (or should reasonably have become aware) of the events described above and the time we were actually notified; or
- (b) the funds available in your EFT Accounts, including any agreed lines of credit; or
- (c) the total amount you would have been allowed to withdraw on the days that the unauthorised use occurs.

17.16 You will not be liable under clause 17.11 or 17.14 for losses incurred on any accounts which we had not agreed could be accessed by using your Password. Your liability under clause 17.11 is also subject to us proving, on the balance of probability, that you contributed to the losses in one or more of the ways listed in clause 17.11.

17.17 If your Account is used only for business purposes, you may wish to give your Password to other people (such as an authorised employee) so they can use the Account. However, you should be careful not to let an unauthorised person know the Password. Anyone who knows your Password can have access to your Account (for example, to order cheques or to make phone enquiries). You should keep a record of who knows the Password and change the Password if the need arises (for example, if an employee who knows the Password leaves the business).

## 18. Interest.

You have a debit balance if the Account is overdrawn, i.e. you owe us money. See clause 20, or if you have an overdraft, see Section L.

You have a credit balance if there is money in the Account, i.e. you have money on deposit with us which we are liable to repay to you.

- 18.1 The current interest rate on credit balances in the Account is set out in the Interest Rates Brochure. You can get details of the current rates of interest earned on credit balances on the Account on request or from any of our Corporate & Business Bank Branches. Zero interest rates may apply, and then you will receive no interest on your account balance. References to interest being paid should be read accordingly.
- 18.2 We may change the interest rate on your Account at any time. We will notify you in the media of any changes to the interest rate in accordance with clause 3.
- 18.3 We pay you interest for each day on the balance owing on your Account for the end of that day if it is a credit balance, except the day of withdrawal.
- 18.4 Interest is credited to the Account with effect on the last day in each month in which it accrues.
- 18.5 Any interest credited to the Account is available for your use on the next day after it has been credited to the Account.
- 18.6 We credit the interest in full if you give us your tax file number or exemption status. Otherwise, we are required by law to deduct tax from it at the highest tax rate and pay it to the Australian Taxation Office.

## 19. Fees and Charges and how to minimise them.

- 19.1 The Fees and Charges and how to minimise them section of these Terms and Conditions sets out the current fees and charges (including government charges) which are payable on the Account whether or not you have an Overdraft Limit. Information on current standard fees and charges are also available on request.
- 19.2 If you have an Overdraft Limit, you must pay us:
- (a) all fees and charges payable under the Offer; and
  - (b) when we ask, any reasonable expenses we reasonably incur in enforcing this agreement.
- Enforcement expenses may become payable under these Terms and Conditions.
- 19.3 You authorise us to debit any of these amounts to the Account. We may do so on or after the date we pay them or the date they become due or payable by you or us (whichever is earlier).
- 19.4 From time to time, we may vary the fees and charges payable on your Account and introduce new fees and charges to your Account. If we do so, we will notify you in accordance with clause 3.

## 20. Withdrawals.

- 20.1 We may not allow a withdrawal unless we have proof of identity of the person making the withdrawal which is acceptable to us. By authorising any person to make a withdrawal from your Account, you consent to us giving that person information about your Account, including the balance of the Account. We may not allow any withdrawals from your account if we cannot locate you after having made reasonable efforts to do so. Please refer to clause 15.5.
- 20.2 You may withdraw from the Account any amount you have in credit by using a bank cheque. We charge a fee for providing a bank cheque. If you have an overdraft, you may withdraw any amount in credit or an amount up to the *Overdraft Limit* by use of a bank cheque. We do not have to give notice to you if a bank cheque bought from us is not presented within a reasonable time after purchase.
- 20.3 Subject to section 8 (When we may delay or refuse transactions), if you need to make a cash withdrawal of \$5,000 or more from your account, please contact the branch and provide at least 2 Business Days' notice. In the event of a cash withdrawal over \$50,000, we may choose to pay you by bank notes in large denominations, or bank cheque, or an electronic transfer (instead of cash).
- 20.4 See clause 34 for further discussion on withdrawal limits at Terminals.
- 20.5 You should be careful to make withdrawals only against the cleared funds in your Account. If you do withdraw an amount from uncleared and the funds are not cleared afterwards (for example, if a cheque Deposited to your Account is dishonoured), you may overdraw your Account. From time to time, we may allow you to overdraw your Account. We have no obligation to do so.
- 20.6 If we do allow you to overdraw your Account, we may charge you a fee and you agree to pay us interest on the amount overdrawn at the rate specified by us from time to time (please refer to clause 83.1). You must repay the overdrawn amount immediately without further demand from us. Any deposits into your account will be first applied to the amount by which your account is overdrawn and any accrued interest on that amount. You agree to pay us any reasonable legal fees we incur in seeking to recover the overdrawn amount from you.
- 20.7 You can make cash withdrawals not exceeding \$1,000 per day at a Bank@Post™ outlet using your Card and PIN.

## 21. Account combination and set-off.

- 21.1 We can set-off any amount we owe you (whether or not it is due for payment) against any amount that you owe us that is due for payment.
- 21.2 Your account should not be overdrawn unless you have made prior arrangements with us. If you overdraw your account without arrangement, or beyond the agreed overdraft limit when formal overdraft arrangements do exist, we may automatically combine your accounts: that is, transfer sufficient money which is kept in any other account with us, held in your name(s), to clear the debt.
- 21.3 We may also transfer money kept in your account(s) to clear debts which you owe us in other loan or deposit accounts. If we do this, the balance of the account from which we have transferred money will reduce by the amount owed for this purpose. You agree that you may not set off any amounts we owe you (for example, credit balances in your accounts) against amounts you owe us.

- 21.4 If we exercise our right to combine accounts, we will notify you promptly in writing at the address shown in our records.
- 21.5 However we will not combine any balance of an account, where the account is a trust account held in the name of an accountant who is holding client funds in that account.

## 22. Authority to operate.

- 22.1 You may nominate a person to operate on your Account on duly completing an Authority to Operate form.
- 22.2 By signing an Authority to Operate, you instruct us to allow a person to be authorised to operate on your Account and to conduct any transactions on the Account that you could, including:
- (a) signing and cancelling cheques;
  - (b) making withdrawals;
  - (c) authorising periodical payments and direct debits;
  - (d) using Electronic Equipment and other Access Methods to access your Account, except when you access your Accounts through Business Banking Online. When you apply for Business Banking Online you will establish authorities to operate for when you use Business Banking Online to access Accounts.
- 22.3 If a Card is issued on the Account or an Access Method may be used on the Account, the method of operation for the Account will be any Account holder or signatory to sign. Please also refer to clause 56.7 in relation to Internet and Phone Banking access to an EFT Account which requires two or more to sign.
- 22.4 An Authority to Operate will remain in force until we receive written notice of cancellation or written notice of the death of the person granting the authority and that written notice has been processed by us (this may take up to 2 Business Days). Notice of cancellation must be signed by all surviving Account holders. We may require a new Authority to Operate before we allow further operation on the Account.
- 22.5 If there is a dispute notified to us about an Authority to Operate or the owner or owners of your Account, we may refuse to allow operation on the Account until all parties concerned have signed the necessary authority.
- 22.6 We will not allow a person to operate on an Account until his or her identity has been verified in accordance with our procedures.
- 22.7 We are not liable for any loss or damage caused to you by persons authorised to operate on your Account, except where it arises from fraudulent conduct by our agent or employee or if we are liable under a statute, the Banking Code or the ePayments Code.
- 22.8 You are liable to pay for (or to repay) any credit provided to any person authorised to operate on your Account. Your Account will be debited with all transactions made on your Account by a person authorised to operate on your Account. Accordingly, you are responsible for all these transactions as if you had made them yourself. See clause 32.4 for further information.
- 22.9 You consent to us giving any person authorised to operate on your Account, information about your Account.

- 22.10 By appointing an Authorised Signatory, the Account holder also authorises the Authorised Signatory to act on their behalf to make a replacement request for an existing card (relating to the account which the Authorised Signatory is allowed to operate) that is lost, damaged or stolen or for specific purpose card replacements (e.g. accessibility reasons) only.

## 23. Statement of Account.

- 23.1 We will send you a statement of Account for your Account at least every 6 months (even if your Account has a zero balance and no amounts have been debited or credited to it during that 6 month period), unless:
- (a) some other form of recording transactions is agreed; or
  - (b) you request us not to send you a statement and we are not required by law or any Code to which we subscribe to do so.
- 23.2 We send you a monthly statement for the Account. If you want more frequent statements, you may request this from us by contacting one of our Branches or by phoning the General Customer Enquiries number listed on the outside of the back cover of these Terms and Conditions. A fee may apply if you ask for and receive more than one statement in a calendar month.
- 23.3 Copies of statements of Account are also available on request. You will be charged a fee for a copy of a statement provided on request.
- 23.4 We will send the statement of Account in one of the following ways:
- (a) in writing;
  - (b) electronically (where the ePayments Code and the Banking Code permit and if you agree);
  - (c) in any other way agreed to by you; or
  - (d) notifying your agent in any way agreed to by the agent.
- 23.5 If you are a joint Account holder living at the same address as another joint Account holder of the same Account, you agree that one Account holder will be appointed the agent of the other Account holders for the purposes of receiving the statement of Account. This means that only one statement of Account will be sent for the Account. If joint Account holders live at different addresses notified to us, on request we will send statements to up to two different addresses.
- 23.6 You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us upon receipt of your statement. You can do so, or query an entry on a statement, by phoning us on 13 22 66.
- Any credit made in error to your Account must be returned to us as soon as possible. We will debit your Account for that amount even if it will result in your Account being overdrawn, and, if necessary, take recovery proceedings against you.
- In some circumstances, Card scheme rules allow us to charge a transaction on your Card Account back to the Merchant with whom you made the transaction. This is known as a chargeback. We will claim a chargeback right (if the right is available) for a transaction on your Card Account if:
- you ask us to do so; and
  - you give us the information and material we require to support a chargeback,

within 30 days after the date of the statement on which the transaction is recorded. Otherwise any chargeback we have under Card scheme rules may be lost. The timeframe for disputing a transaction may not apply to reporting unauthorised transaction(s) covered by the ePayments Code. We cannot claim a right of chargeback if the right does not exist. For example, a right of chargeback does not exist in relation to BPAY Payments on your Card Account. Otherwise, Card scheme rules prevent us from disclosing details of when a chargeback is or is not available to us.

- 23.7 Records of recent transactions on your Account may be available at Branches, Internet and Phone Banking or by phoning the General Customer Enquiries phone number listed on the outside cover of these Terms and Conditions.
- 23.8 Clauses 23.1, 23.2 and 23.4 of these Terms and Conditions are subject to all laws and the terms of the credit contract, if any, relating to the Account, the Banking Code and the ePayments Code.
- 23.9 All transactions outside Australia are listed on your statement in the currency of the transaction and the Australian dollar equivalent.
- 23.10 If we have issued a Visa Debit Card on your Account, a balance record of the Account may not indicate the amount of available funds on your Account.

## 24. Adjustment of debits and credits to your Account.

- 24.1 We credit payments to your Account as soon as practicable after we receive them. This is not necessarily the same day that we receive the payment. We do not debit your Account earlier than the date on which the relevant transaction occurs.
- 24.2 We may subsequently adjust debits and credits to the Account and the *balance owing on your Account* so as to accurately reflect the legal obligations of you and us (for example, because of an error or because a cheque is dishonoured). If we do this, we may make consequential changes (including to the interest charges).

## 25. Deposits.

- 25.1 You can make deposits:
- (a) at any Branch subject to prevailing fees and charges applicable to your Account (using a pre-encoded deposit form. We give you these when you open the Account. We will give you more pre-encoded deposit forms if you ask us to do so);
  - (b) by direct credit from other banks and periodic payment from another Bank of Melbourne transaction account;
  - (c) by posting a cheque to the address on the *Offer*;
  - (d) at select Westpac Group branded ATMs or CDMs;
  - (e) by Internet and Phone Banking, if you have registered to use Internet and Phone Banking; and
  - (f) by other methods we make available.

- 25.2 If you make a deposit at an eligible ATM/CDM the amount of your deposit is subject to verification by us. The amount accepted by the CDM, or the amount validated by the ATM and then agreed by the depositor, is the amount that will be credited to your account. Processing and cut off times will vary depending on the time of day the cash deposit is made.

Within any 24 hour period, a deposit limit may apply to deposits at an ATM, CDM or Bank@Post. Such cash deposit limits may change from time to time at our discretion. For ATM deposit limits, processing and cut-off times visit [bankofmelbourne.com.au/ouratms](http://bankofmelbourne.com.au/ouratms) or visit your local branch.

- 25.3 We may refuse to accept any cheque for deposit in our absolute discretion. If the cheque is deposited through one of our agents, the clearance time may be longer.
- 25.4 You may request us to specially clear a cheque you have deposited. We may at our discretion agree to specially clear the cheque. An estimate of the time it will take will be given on request. All clearance times are at our discretion. We may charge you a fee for a special clearance.
- 25.5 If you deposit a cheque or other item (a "foreign item") drawn in Australian dollars on an overseas Financial Institution or drawn in a foreign currency our encashment, negotiation or collection of the foreign item is subject to further terms and conditions. We will make those terms and conditions available to you on request at any of our Branches and when you wish to deposit a foreign item to your Account.

The terms and conditions applying to our encashing, negotiating or collecting of a foreign item you deposit to your Account include (along with other terms) that:

- (a) the proceeds of the foreign item will not be available for withdrawal until 30 days after the date of the deposit. The foreign item may not be cleared, even if we allow you to withdraw against the proceeds of the foreign item; and
- (b) the foreign item may be dishonoured at any time even after you withdraw against the proceeds of the item.

If a foreign item is dishonoured, we debit the amount of the foreign item to your Account. We apply the exchange rate at the date we are notified of the dishonour to work out the Australian dollar equivalent of the foreign item amount. This may mean that the amount debited to your Account is greater than the amount we credited to your Account when you deposited the foreign item. Please refer to clause 20.5 for more information about withdrawing an amount from uncleared funds.

- 25.6 We will decide the order in which payments will be made from any deposit to your Account (for instance, interest, fees and charges, periodical payment, etc.).
- 25.7 We accept large deposits of coin, if they are counted and wrapped. We may accept other deposits of coin, but may ask you to call at a time convenient to the Branch. We may charge you a fee when we accept deposits of coin. Large deposits of coin cannot be left at the Branch for counting in your absence.
- 25.8 In some cases, other Financial Institutions will accept deposits of cheques or cash for the credit of an Account with us. We recommend that you not make deposits to your Account at other Financial Institutions. We rely on the other Financial Institution to inform us that any cheque you deposit is presented, and if the cheque is dishonoured. This is why clearance times for these cheques are significantly longer. The other Financial Institution does not tell us whether you deposit cheques or cash. Some cash deposits at other Financial Institutions take as long to clear as cheque deposits.

- 25.9 You can make cheque deposits of any amount using your Deposit Only Card or any Card issued by us at selected Bank@Post™ outlets. Cash deposits of up to \$3,000 per day can be made at some selected Bank@Post™ outlets only. Merchant deposits and third party cheques are not accepted.

## Section E – Terms and Conditions that apply to Payment Services.

### 26. Fees and charges.

- 26.1 The Fees and Charges and how to minimise them section of the Terms and Conditions shows current fees and charges including government charges for Payment.
- 26.2 We may debit any fees and charges payable under these Terms and Conditions to the Account in relation to which they are charged.
- 26.3 From time to time, we may vary the fees payable on a Payment Service and introduce new fees and charges to a Payment Service. If we do, we will notify you in accordance with clause 3.

### 27. Stopping a transaction on any Payment Services.

- 27.1 See clause 45 for how to stop a cheque.
- 27.2 To stop or alter a transaction on any Payment Service (other than a cheque), you must contact us as soon as possible and give full details so that we can locate the transaction and take action. In some instances, we will not be able to stop or alter a transaction on a Payment Service after you have instructed us to make the transaction. For example, refer to clause 54.13 in this context as it applies to third party payments by Internet and Phone Banking, clause 54.14 in the context as it applies to transfers of funds between your EFT Accounts and clause 64.1 as it applies to BPAY Payments.
- 27.3 We are not liable to you if you request that a transaction be stopped or altered but we have already debited the amount to your Account or we are liable to pay the amount of the transaction to another person, unless we are liable to you under a statute, the Banking Code or the ePayments Code.
- 27.4 We may charge you a fee for acting to stop or alter a transaction on a Payment Service.
- 27.5 We and our agents and contractors are not liable for any delay or error in transit or transmission of a Payment Service, unless we are liable under a statute, the Banking Code or the ePayments Code. If this exclusion is not effective, our liability or that of our agents or contractors is limited, acting reasonably to the cost of re-supply of the service, if the law, the Banking Code and the ePayments Code permits, or does not prohibit, this limitation.

### 28. Electronic banking system malfunction.

- 28.1 If the electronic banking system malfunctions, alternative manual procedures may be available from the Merchant for retail point of sale transactions by using your Card and signing your authorisation of the transaction.
- 28.2 We are responsible for loss caused by the failure of our Electronic Equipment, Internet and Phone Banking Service or EFT System to complete a transaction accepted by our Electronic Equipment, Internet and Phone Banking Service or EFT System in accordance with your instructions.
- 28.3 Notwithstanding anything else in these terms and conditions, for transactions governed by the ePayments Code, we do not deny your right to claim consequential damages resulting from a malfunction of a system or equipment provided by a party to a shared electronic payments network that you are entitled to use pursuant to these terms and conditions (such as a merchant or us) except where you should reasonably have been aware that the equipment or system was unavailable for use or malfunctioning, in which case our liability may be limited to the correction of any errors in your EFT Accounts, and the refund of any charges or fees imposed on you as a result.
- 28.4 We will correct the loss by making any necessary adjustment to the appropriate EFT Accounts (including adjustment of interest or fees as a result of the malfunction).
- 28.5 Please tell us about any service fault or difficulty with our Electronic Equipment, Internet and Phone Banking Service or EFT System. During normal banking hours you can tell anyone at our Branches. Alternatively, you can call any of the telephone numbers on the outside of the back cover of these Terms and Conditions.

## Section F – Terms and Conditions that apply to your Visa Debit Card.

### 29. Features and benefits of our Cards.

Type of change	Features and Benefits
<b>Visa Debit Card</b>	<p>Gives you the convenience of Visa, while accessing the money in your Account to which your Visa Debit Card is linked. This means you pay no interest provided there is money in your Account and your Account stays in credit. You can use your Visa Debit Card to:</p> <ul style="list-style-type: none"> <li>• make purchases at Terminals in Australia and around the world by selecting the “credit” or “Visa Debit” button – wherever Visa is accepted;</li> <li>• make purchases at POS terminals within Australia by selecting “cheque”/“savings” button. Withdraw cash at the same time at some retail or service outlets by selecting “cheque”/“savings” button and entering your PIN.</li> <li>• make a purchase at a Contactless terminal;</li> <li>• make purchases online, over the phone or through mail order by quoting the Visa Debit Card number wherever Visa is accepted;</li> <li>• make purchases online by quoting the Visa Debit card number wherever eftpos is accepted.</li> </ul> <p>Visa Debit Card transactions using eftpos incur a charge once the monthly transaction fee-free allowance has been exceeded. Customers exempt from transaction fees do not pay the charge. Fees apply to any foreign currency transactions by use of a Visa Debit Card. Refer to Section B for more information on fees that may apply when accessing your account at an ATM.</p>

### 30. When we send you a Card.

- 30.1 For security, Cards will be sent to you and Additional Cardholders by certified mail. You must confirm that you have received your Card and PIN within 14 days of you receiving it.
- 30.2 You must sign your Card as soon as you receive it. You must ensure that any Additional Cardholder does likewise. A Card is not valid unless it contains your signature.
- 30.3 Each Card is for the sole use of the person named on it.

### 31. Terms and Conditions of our Cards.

- 31.1 There is an expiry date on Cards. You must not use a Card after that date. We may issue each cardholder with a new Card with a later expiry date before the original Card expires unless you ask us in writing not to do so.
- 31.2 Each Card remains our property.
- 31.3 We may issue replacement Cards to you and any Additional Cardholder at any time. All Cards are subject to these Terms and Conditions and any subsequent terms and conditions that may be issued in respect of the Account. Eligibility criteria may apply in relation to issuing a Card to you. Where it is reasonable for us to do so, we may not issue or re-issue a Card to you. Some Cards cannot be used on some Accounts.
- 31.4 If a Visa Debit Card is used to make a foreign currency transaction on your Account, the transaction is converted into Australian dollars by Visa International using:
  - a rate Visa International selects from the range of rates available to it in wholesale currency markets for the date on which Visa International processes the transaction. The rate Visa International selects may vary from the rate Visa International receives itself; or
  - a rate a government requires Visa International to apply to the conversion as at the date Visa International processes the transaction. Visa International may convert a foreign currency transaction into US dollars prior to converting it into Australian dollars. Fees apply to each foreign currency transaction made with a Visa Debit Card on your Account. All foreign currency transactions are listed on your Account statement in the currency of the transaction and the Australian dollar equivalent.
- 31.5 Merchants or other institutions may impose restrictions on the use of a Card in addition to these Terms and Conditions.
- 31.6 No new cards (other than replacement cards) will be issued for existing Visa Cheque Accounts.
- 31.7 If a Visa Debit Card linked to the Account has not been used to make a purchase, withdrawal, or deposit in the 12 months before expiry (Unused Card), a replacement card will not be issued when the Card expires. Unused Cards will be blocked from use up to 60 days before expiry. You won't be able to request any new Card or replacement card for Unused Cards after their expiry date.
- 31.8 For more information on Card limits and changes to Card limits please refer to the Business Debit Cards Terms and Conditions and General Information.

## 32. Additional Cards (Subject to Clause 31.6).

- 32.1 You consent to us giving an Additional Cardholder information about the Account.
- 32.2 The first time you or an Additional Cardholder sign a Card or authorise a transaction on an Account (including by using a Card or drawing a cheque) or make a cash withdrawal at any Financial Institution, you or the Additional Cardholders will automatically be agreeing to these Terms and Conditions. These Terms and Conditions then apply to all transactions on the Account. If you do not agree with these Terms and Conditions, do not carry out or permit an Additional Cardholder to carry out a transaction. Instead, return all Cards (cut in half for your protection) to us.
- 32.3 All terms and conditions applying to any Linked Account also apply when you or an Additional Cardholder uses the Card on these Accounts.
- 32.4 All transactions made by an Additional Cardholder using a Card are charged to the Account. You are liable to pay for (or to repay) any credit provided to any Additional Cardholder. Accordingly, you are responsible for paying for all these transactions as if you had used the Card yourself. See clause 22.8 for further information.
- 32.5 You must tell us in writing if you want to cancel an additional Card or stop an additional Card from being used. You must return the additional Card to us or, if you cannot readily do so, you must take all reasonable steps to have it returned to us.
- 32.6 If you cannot return an additional Card to us, you must give us reasonable evidence that you have taken all reasonable steps to have the additional Card returned to us. You remain responsible for all transactions made with an additional Card until we receive that additional Card or, if you cannot obtain the additional Card, until the later of:
- the date you ask us to cancel the additional Card; or
  - when you have taken all reasonable steps to have the Card returned to us.
- 32.7 In any case, you remain liable for all transactions the Additional Cardholder makes prior to the date you are no longer responsible for transactions made with that Additional Cardholder's Card, even if the transactions are debited to your Account after that date.
- 32.8 By nominating an Additional Cardholder, the Account holder authorises the Additional Cardholder to act on their behalf to make a replacement request for the Additional Cardholder's existing card that is lost, damaged or stolen or for specific purpose card replacements (e.g. accessibility reasons) only.

## 33. Using a Visa Debit Card.

### Using a Visa Debit Card to obtain goods and services at a Merchant.

- 33.1 You can use your Card at a Terminal to purchase goods or services from a Merchant. If you link an Account with a credit facility to your card, you can use your Card to get access to that credit facility.
- 33.2 Also, you can use the Visa Debit Card to obtain goods and services at Merchants (such as shops, restaurants and theatres) worldwide, wherever the "Visa" sign is displayed.
- 33.3 The fact that the Visa symbol is displayed at a Merchant's premises does not mean that we guarantee that all goods and services available there may be obtained by using the Visa Debit

Card. We are not responsible if a Merchant refuses to accept the Visa Debit Card or places other limitations on using the Visa Debit Card.

- 33.4 We have no control over the hours a Merchant may be open for business. The hours during which a Terminal will be available may therefore vary in accordance with the Merchant's opening hours.

### Using Visa Debit Cards to obtain goods and services through mail and telephone order.

- 33.5 You can use the Visa Debit Card to obtain goods and services by mail order and by telephone where a Merchant accepts that form of payment.
- 33.6 Some transactions need authorisation from us. We may choose not to authorise a proposed transaction.
- 33.7 We are not responsible for the provision or quality of goods or services purchased using the Card, unless the law makes us liable. Therefore, if you have any complaints about goods or services, you must take them up with the Merchant.

### Authorisation.

- 33.8 You must check that the correct amount is entered in a Terminal or written in the "total" box of a voucher before you authorise the transaction or sign the voucher.

## 34. Withdrawal Limits.

- 34.1 The maximum amount of cash you or an Additional Cardholder can obtain with the Card and PIN on any one day is \$1,000 per Card per day. We emphasise that any cash you obtain through eftpos makes up a part of your daily cash limit.
- 34.2 The maximum amount of value you can obtain with your Card and PIN for purchases of goods or services through POS on any one day is:
- for the Account or any Linked Account with a credit facility, the amount of credit available to you on that Account at the time of purchase; and
  - for other Linked Accounts, \$8,000 per day.
- 34.3 We may change these limits at any time. If we do so, we will give you notice in accordance with clause 3.
- 34.4 Merchants or other providers may impose additional limits.
- 34.5 Notwithstanding the above, there may be instances where these limits may not apply, including estimated, initial and subsequent authorisations, that will be adjusted when the final transaction amount is processed or expires.

## 35. Using a Card to obtain cash. Branches.

- 35.1 With a Visa Debit Card you can obtain cash from the Account at any of our Branches, up to the sum of your Overdraft Limit, and any credit balance on the Account, by filling in a cheque or a withdrawal slip and presenting it with the Visa Debit Card at the counter.
- 35.2 Authorised signatories must sign and the Password must be given, if requested.

## ATMs and POS.

- 35.3 You can use a Card in combination with your PIN to obtain cash up to the daily cash limit set out in clause 34 from an ATM.
- 35.4 Fees and charges may apply for some ATM cash withdrawals.
- 35.5 We are not responsible and have no liability to any Cardholder if a Merchant does not accept a Card or places other limitations on using the Card in a POS Terminal.
- 35.6 We do not warrant that ATMs will always have money available.
- 35.7 Some ATMs have a lower transaction limit. This means that you may have to make two or more withdrawals to reach your daily limit.
- 35.8 The daily limits for any cash withdrawal by using your Card in an ATM or POS Terminal overseas on any one day may vary from place to place.
- 35.9 There may be a minimum withdrawal restriction at an ATM, subject to note denominations and cash availability.
- 35.10 When an ATM is used, the maximum and minimum withdrawals are determined according to the relevant ATM operator and additional fees for each transaction may be incurred by you. That ATM operator may impose additional restrictions or conditions (including limits). We do not accept any responsibility for an operator of an ATM imposing restrictions or conditions on the use of an ATM.

## Other Financial Institutions.

- 35.11 You may also be able to withdraw cash from the Account by presenting a Visa Debit Card at a branch counter of another Financial Institution that accepts your Visa Debit Card.
- 35.12 The minimum and maximum amount of cash advance from another Financial Institution or from a financial institution outside Australia is determined by them and may vary from one to another. Other Financial Institutions may require other identification which identifies the holder of the Card (such as a photographic driver's licence or passport) as well as your Card before allowing you to withdraw cash.

## 36. Using a Card to access a Linked Account.

On request, you can use any Card and PIN to gain access to your Linked Accounts at Bank of Melbourne, St.George, BankSA and Westpac Terminals.

## 37. Using a Terminal.

- 37.1 When you or an Additional Cardholder uses a Card at a Terminal, you should ensure that the transaction amount is correct either before you sign any vouchers or transaction records given to you by merchants or financial institutions, or you enter your PIN at a Terminal. By signing a voucher or transaction record or entering your PIN or otherwise using your Card at a Terminal, you indicate your agreement that the transaction amount is correct. There may be short periods when transactions will not be available when we are maintaining our system. If it is not possible to carry out the instructions you give a Terminal using your Card, the transaction will not be accepted.
- 37.2 A Card may be deactivated or retained in a Terminal if you or an Additional Cardholder incorrectly enters their PIN three consecutive times during the one day at any combination of Terminals.
- 37.3 Money is at your risk from when it is available to you or an Additional Cardholder at an ATM.
- 37.4 You may elect not to require a receipt to be issued at a Terminal which identifies which one of you or an Additional Cardholder has used the Account.
- 37.5 A transaction made at a Terminal is processed as soon as practicable after the transaction. This is not necessarily the same day as the transaction.
- 37.6 We may impose limits on your Card and PIN transactions, including daily transaction limits. Details of limits we impose are set out in clauses 20 and 34, and are available by visiting our website [bankofmelbourne.com.au](http://bankofmelbourne.com.au). Transaction limits apply to the use of a Card to make a Contactless transaction at a Contactless terminal. We will notify you of any such limit if your Card is capable of making a Contactless transaction.

## 38. Card and PIN Security.

- 38.1 You must keep your Card in a safe place at all times. It is best to carry it with you. Do not leave it where anyone can see it or take it. Do not leave it in your car, at home or at work. If you do not use your Card regularly, you must still check that it is secure.
- 38.2 The security of your Card and PIN and the Card and PIN of Additional Cardholders is very important as the Card and PIN allow unrestricted access to the Account. You must make every effort to ensure that your Card and any record of your PIN are not misused, lost or stolen. If you fail to observe reasonable security requirements, you may incur increased liability for unauthorised use – see clauses 40.1 to 40.16.
- 38.3 Your obligations – you must:
  - (a) sign your Card as soon as you receive it;
  - (b) not record your PIN on your Card or on any article normally carried with your Card and which is liable to loss or theft with your Card;
  - (c) not permit any other person to use your Card;
  - (d) not disclose your PIN or make it available to any other person (including a family member, a friend or one of our staff); and
  - (e) use care to prevent anyone else seeing your PIN being entered in a Terminal.



- 38.4 We give you the additional convenience and security of being able personally to select your own PIN (which may be a word or number). We strongly advise you to select a PIN that you can remember without needing to make a written record of it or anything which reminds you of it.
- 38.5 If you require a memory aid to recall your PIN you may make such a record provided the record is reasonably disguised. However, we do not consider that the following examples provide a reasonable disguise, and you agree:
- (a) not to record your disguised PIN on your Card;
  - (b) not to disguise your PIN by reversing the number sequence;
  - (c) not to describe your disguised record as a PIN record or similar;
  - (d) not to disguise your PIN using alphabetical characters or numbers: A = 1, B = 2, C = 3, etc;
  - (e) not to select or disguise your PIN using any of the following combinations (or parts of them):
    - (i) dates of birth;
    - (ii) personal telephone numbers;
    - (iii) car registration numbers;
    - (iv) family members' names;
    - (v) social security numbers; or
    - (vi) licence numbers;
  - (f) not to store your PIN in any low security electronic device of any kind, such as (but not limited to):
    - (i) calculators;
    - (ii) personal computers; or
    - (iii) electronic organisers.

There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your PIN. You must exercise extreme care if you decide to record a memory aid for your PIN.

- 38.6 We also give each Additional Cardholder a PIN. You must ensure that each Additional Cardholder protects their Card and stores their PIN as safely as this clause requires you to protect and store yours.

Please note: Liability for losses resulting from unauthorised EFT Transactions is determined under the relevant provisions of the ePayments Code, where that Code applies, despite your obligations set out at clause 38.3 to 38.6 above.

## 39. If your Card is lost or stolen or your PIN is revealed or you suspect unauthorised transactions.

- 39.1 You must tell us and ensure that any Additional Cardholder tells us as soon as possible if a Card is lost or stolen or you suspect that a PIN is known to someone else or you suspect that unauthorised transactions have been made.
- 39.2 You may notify the Card Service Centre by telephoning our 24 hour Card Service Centre hotline listed on the outside of the back cover of these Terms and Conditions.
- 39.3 If you do not notify us you may be liable for unauthorised use – see clauses 40.1 to 40.16.
- 39.4 You will need to give us all relevant information you may have to enable us to investigate. You should confirm in writing any notice you give us by telephone. A failure to do so will not affect your liability for unauthorised transactions, however, it will help us to effectively deal with your report.
- 39.5 When you report the matter you will be given a notification number (or other form of acknowledgment). You should retain that number as confirmation of the date and time of your report.
- 39.6 If you are unable to report to us because our facilities are unavailable during particular periods, you are not liable for any unauthorised transaction which could have been prevented if you had been able to tell us, provided you tell us within a reasonable time after our facilities become available.
- 39.7 If a Card which has been reported lost or stolen is recovered, it must not be used again. Cut it up and return it to us.

## 40. Liability for unauthorised transactions.

- 40.1 You are not liable for unauthorised EFT Transactions by use of a Card or Card and PIN if it is clear that you did not contribute to losses resulting from these transactions. Otherwise, your liability for unauthorised transactions where a PIN was required will normally be limited to:
- (a) \$150; or
  - (b) the balance of your EFT Accounts on which the unauthorised transactions were made and to which you have access, by use of a Card and PIN, including any agreed line of credit; or
  - (c) the actual loss incurred before you notify us under clause 39.1 (excluding that portion of the loss on any one day which exceeds any applicable daily transaction limit);
- whichever is the smallest amount.
- 40.2 You are not liable for losses caused by:
- (a) the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of merchants (i.e. providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees; or
  - (b) unauthorised EFT transactions which occur after you have given us notice; or
  - (c) unauthorised EFT transactions by use of a Card or Card and PIN before you receive your Card and PIN; or

- (d) unauthorised transactions made with a Card or PIN that is forged, faulty, expired or cancelled; or
- (e) the same transaction being incorrectly debited more than once to the same Account; or
- (f) unauthorised EFT Transactions that can be made using an Identifier without a Card or PIN; or
- (g) unauthorised EFT Transactions that can be made using a Card and not a PIN, provided you did not unreasonably delay in reporting the loss or theft of the Card.

In some circumstances you may be liable for a greater amount of unauthorised EFT transactions by use of a Card or Card and PIN. Please refer to clauses 40.4 to 40.10 for details of those circumstances.

#### **When you will be liable.**

- 40.3 You will be liable for losses resulting from transactions which are carried out by you, a person authorised by you or another person with your knowledge and consent.
- 40.4 You will be liable for actual losses resulting from an unauthorised EFT transaction by use of a Card or Card and PIN if you have contributed to the unauthorised use because you:
- (a) engaged in fraud; or
  - (b) voluntarily disclosed your PIN to anyone, including a family member or friend; or
  - (c) indicated your PIN on your Card; or
  - (d) kept a record of your PIN (without making any reasonable attempt to protect the security of the PIN) with any article normally carried with or stored with your Card or liable to loss or theft simultaneously with your Card; or
  - (e) selected a PIN which represents your birth or an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such a PIN and warned of the consequences of doing so; or
  - (f) left a Card in an ATM (provided the ATM incorporates reasonable safety standards to mitigate the risk of a Card being left in an ATM); or
  - (g) acted with extreme carelessness in failing to protect the security of your PIN.
- 40.5 Your liability under clause 40.4 will not exceed the lesser of:
- (a) the actual loss incurred up to the time we are notified of the loss or theft of your Card and/or PIN or the time we are notified of the existence of unauthorised transactions; or
  - (b) the funds available in the EFT Accounts including any agreed line of credit; or
  - (c) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.
- 40.6 You will be liable for unauthorised EFT transactions if you have contributed to the unauthorised transaction because you unreasonably delayed in notifying us that:
- (a) your Card has been lost, stolen or misused; or
  - (b) your PIN has become known to someone else.

- 40.7 You will be liable for any losses directly attributable to that delay that were incurred before notification referred to in clause 40.6.
- 40.8 Your liability for these losses will not exceed the lesser of:
- (a) the actual loss which could have been prevented from occurring in the period between when you became aware (or should reasonably have become aware) of the events described above and the time we were actually notified; or
  - (b) the funds available in the EFT Accounts (including any agreed line of credit); or
  - (c) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.
- 40.9 You will not be liable under clause 40.3 or clause 40.6 for losses incurred on any accounts which we had not agreed could be accessed by using your Card and/or PIN. Your liability under clause 40.3 is also subject to us proving on the balance of probability that you contributed to the losses in one or more of the ways listed in clause 40.3.
- 40.10 Your liability for losses from unauthorised EFT Transactions will not exceed the amount of the loss that would result after the exercise of any claim or other right we have under the rules of the Card scheme against any other party to the Card scheme (whether or not that claim or other right is actually exercised). Refer also to clause 23 in this context.
- 40.11 Liability for unauthorised EFT Transactions by use of a Card or Card and PIN without signature are subject to the ePayments Code and are covered by clauses 40.1 to 40.10. Liability for unauthorised transactions conducted by the use of a Card and that require a manual signature are not subject to the ePayments Code and are covered by clauses 40.12 to 40.14.
- 40.12 Clause 38 sets out your obligations for maintaining the security of your Card. Please read clause 38 carefully.
- 40.13 If you do not meet the obligations in clause 38, you are liable for any unauthorised transactions conducted by use of a Card and that required a manual signature. Also, you are liable for unauthorised transactions, conducted by use of a Card and that required a manual signature, made prior to you notifying us that your Card is lost or stolen, up to a maximum of \$150. However, if you unreasonably delay in notifying us, you will be liable for such cash advances and purchases requiring a manual signature without limit. In either case, you will not be liable for any cash withdrawal or purchase requiring a manual signature made after we receive notice from you.
- 40.14 You are not liable for losses caused by:
- (a) unauthorised transactions which occur after you have given us notice as required by clause 17 or by clause 39;
  - (b) unauthorised transactions which occur before you or an Additional Cardholder receive the Card and PIN; or
  - (c) the same transaction being incorrectly debited more than once to the same Account.
- 40.15 This clause 40 equally applies if an Additional Cardholder contributes to the unauthorised use or unauthorised transactions in any of the ways listed in this clause 40.
- 40.16 No transaction entered into by you or an Additional Cardholder can be an unauthorised transaction for the purpose of this clause 40.

## Section G – Terms and Conditions that apply to cheques.

### 41. Features and benefits of a cheque book.

A cheque book facility will allow you to make payments from your Account without obtaining cash. Additional Cardholders are not authorised to sign cheques.

### 42. Terms and conditions of a cheque book.

42.1 On request, we will issue a cheque book for the Account. Cheque Accounts are not available to persons under 18 years of age.

42.2 You can access money deposited into the Account and any available credit by writing cheques against the Account.

### 43. How to complete a cheque.

43.1 All cheques must be completed clearly, stating the name of the person or company to whom the cheque is made out, the amount of the cheque in words and figures, and the date the cheque is written. It must be signed by an Authorised Signatory for the Account.

43.2 To avoid the risk of alteration of your cheques, do not leave spaces after words or figures. Put a line through the remainder of the space allowed. Do not sign your cheque until you have filled in all the other details.

### 44. Payments on cheques.

44.1 All cheques are paid and debited to the Account in the order we receive them. We ask you not to post-date your cheques. Cheques which are post-dated are paid as we receive them if there is available credit in the Account, or are dishonoured if there is not. They are not held until the date on the cheque.

44.2 If a cheque is presented for payment and there are not enough cleared available funds in your Account, we may not pay (dishonour) the cheque or we may pay (honour) the cheque at our absolute discretion.

44.3 We may charge you a fee to honour your cheque.

### 45. Stopping payment on cheques.

45.1 You may ask us to stop payment on a cheque and cancel it if it has not already been debited to the Account. Speed is important. Your request must be in writing and should identify the cheque clearly, giving the amount, date of the cheque, to whom it was payable and the correct cheque number as this is how our computer recognises your cheque.

45.2 You can tell us to stop a cheque by using Internet and Phone Banking. If you use Internet and Phone Banking to notify us to stop a cheque, you do not have to confirm that notice in writing.

45.3 We may charge a fee to stop a cheque.

45.4 You may cancel a stop payment request. You must do so in writing, giving the cheque number and details on the cheque.

45.5 If your cheque has not already been presented and paid, we may stop payment on it. If it has already been presented and paid, we cannot stop payment on it.

### 46. Incomplete cheques.

46.1 If a cheque is presented to us for payment and it is unsigned, undated, or has no payee included, we may pay or dishonour the cheque as we choose.

46.2 If the amount in words and figures is different on a cheque, we pay the lesser amount without notifying you.

46.3 If we decide to pay an incomplete cheque, we can still recover from you any money which you may owe us resulting from us paying the cheque.

### 47. Lost or stolen cheque books.

47.1 Your cheque book allows access to the Account. You must keep it in a safe place.

47.2 Do not leave signed blank cheques in your cheque book.

47.3 If your cheque book is lost, misused or stolen, you must tell us promptly by calling in to any Branch or by sending us a letter or fax. If you do not tell us promptly, you may be liable for cheques drawn on your Account.

### 48. Ending the cheque book option.

48.1 You must tell us in writing and return all unused cheques if you no longer require a cheque book with the Account.

48.2 You must have enough available credit in the Account to cover all cheques written but not yet presented.

48.3 If you close the Account you must return all unused cheques.

48.4 Cheques presented after the Account is closed will be dishonoured.

48.5 Clause 14 of these Terms and Conditions sets out the circumstances in which we may cancel unused cheques.

### 49. Putting cheques into the Account.

49.1 To deposit a cheque into the Account it must be made payable to you, or to "cash", or we must be satisfied that it is correctly signed over (endorsed) to you. We may not accept cheques which do not comply with this clause. We charge a fee when you deposit overseas cheques.

49.2 Proceeds of cheques may not be available until the following Banking Days after their deposit (sometimes it can take longer):

- Australian cheques – 3 Banking Business Days; and
- overseas cheques – 20 Banking Business Days.

49.3 For cheques drawn on Australian Financial Institutions you can pay a fee and have a "special clearance" ordered if you want to have the funds from a cheque available quickly. This usually takes 24 hours but can take longer. A special clearance tells you whether the cheque is cleared or dishonoured. You cannot order a special clearance on overseas cheques.

49.4 If a deposited cheque is later dishonoured or not cleared, we debit the Account for the amount of the cheque. A deposited cheque is dishonoured when the financial institution on which it is drawn refuses to give us value for the cheque for any reason. This may happen after the 3 Banking Business Days have passed. Overseas cheques may be dishonoured on presentation to the overseas financial institution.

49.5 If you deposit a cheque or other item ("a foreign item") drawn in Australian dollars on an overseas financial institution or drawn in a foreign currency, our encashment, negotiation or collection of the foreign item is subject to further terms and conditions. We will make those terms and conditions available to you on your request at any of our Branches and when you wish to deposit a foreign item to your Account.

The terms and conditions applying to our encashing, negotiating or collecting a foreign item you deposit to your Account include (along with other terms) that:

- (a) the proceeds of the foreign item will not be available for withdrawal until 30 days after the date of the deposit. The foreign item may not be cleared, even if we allow you to withdraw against the proceeds of the foreign item; and
- (b) the overseas cheque may be dishonoured at any time even after you withdraw against the proceeds of the foreign item.

If a foreign item is dishonoured, we debit the amount of the foreign item to your Account. We apply the exchange rate at the date we are notified of the dishonour to work out the Australian dollar equivalent of the foreign item amount. This may mean that the amount debited to your Account is greater than the amount we credited to your Account when you deposited the foreign item. Please refer to clause 20 for more information about withdrawing an amount from uncleared funds.

49.6 Bank cheques are not the same as cash and can be dishonoured in special circumstances. For this reason, bank cheques may not be available for 3 Banking Business Days.

## 50. Accessing money in the Account using cheques.

50.1 You may cash cheques drawn on the Account at any Branch if you give satisfactory identification and you have available credit.

50.2 You can withdraw any amount up to your available credit if you take it in the form of a bank cheque. You may be asked for additional identification. There is a charge for bank cheques.

## 51. Adequate internal procedures.

If your Account is used for business purposes, you must make sure that you have in place adequate internal procedures to ensure and then verify that only Authorised Signatories sign cheques and each cheque is promptly and correctly accounted for in your accounting records.

# Section H – Terms and Conditions that apply to Internet and Phone Banking.

## 52. Summary of the features and benefits of Internet and Phone Banking.

When you open an Account on which Internet and Phone Banking access is available, we issue you with the Internet and Phone Banking Service terms and conditions.

You can register for Internet and Phone Banking at any time after you open an Account for which Internet and Phone Banking access is available. Please refer to clause 54.2 for further information.

You can use Internet and Phone Banking to initiate EFT Transactions on your Account. Internet and Phone Banking allows you to complete the transactions set out in clause 54.5 using your computer or telephone anytime, 24 hours, 7 days a week (subject to systems availability and maintenance).

## 53. Significant risks associated with Internet and Phone Banking.

There is a risk of unauthorised transactions occurring on your Account because of computer error, human error or fraud. Please see clause 57 for information about:

- keeping your Internet and Phone Banking Security Number and Internet Banking Password secure; and
- when you will be liable for unauthorised transactions.

There is a risk of making payments to the wrong account if you do not give us the correct BSB and account particulars for third party payment. Please see clause 54.13 for further information.

## 54. How to start using Internet and Phone Banking.

54.1 The Internet and Phone Banking terms and conditions in this Section H apply each time you use Internet and Phone Banking.

54.2 You must register before you use Internet and Phone Banking for the first time. You may ask us to register you by visiting any of our branches during business hours or by phoning 1300 605 266 between 8.00am and 9.00pm (AEST), 7 days a week. When you ask us, we will register you for Internet and Phone Banking. For as long as you are registered, you may use Internet and Phone Banking to access the funds or credit in your EFT Accounts and obtain information about your EFT Accounts.

54.3 When we register you for Internet and Phone Banking:

- (a) we give you an Internet and Phone Banking Access Number. The number may be the same as the number on your Card;

- (b) you may select your own Internet and Phone Banking Security Number. If you do not select one within the time we allow, we will issue an Internet and Phone Banking Security Number to you; and
- (c) you will also be registered automatically for Secure Code Service.
- 54.4 You can select and change your own Internet and Phone Banking Security Number when you use Phone Banking. You can change your Internet and Phone Banking Security Number and select and change your own Internet Banking Password when you use Internet Banking. For your security, we recommend that you select an Internet and Phone Banking Security Number that is different from any of your ATM/eftpos PINs. Refer to clause 57 regarding the security of your Internet and Phone Banking Security Number.
- 54.5 Your Internet and Phone Banking Access Number and your Internet and Phone Banking Security Number and your Internet Banking Password are the Access Methods for Internet Banking. Your Internet and Phone Banking Access Number and your Internet and Phone Banking Security Number are the Access Methods for Phone Banking. You can use your Internet and Phone Banking Access Methods to initiate EFT Transactions on your EFT Accounts with us, including, without limitation, funds transfers, checking the balance of your EFT Accounts, transferring funds to registered third party accounts, ordering statements, making BPAY payments and, if you are registered and your loan terms and conditions so allow, redrawing excess payments on your loan account. You can also use your Internet and Phone Banking Access Methods to access any other credit facility you have with us. Also, if you register for BPAY View®, you may use Internet Banking and BPAY View to view bills. Please refer to clause 65 for further information.
- 54.6 (a) When you use your Internet Banking Access Methods to initiate a transaction, certain Internet Banking Transactions may be identified by us as At Risk Transactions.
- (b) At Risk Transactions can only be performed and completed if they are authenticated by our Secure Code Service. This includes using the Secure Code provided by us for each At Risk Transaction. We will send the Secure Code to either your Australian mobile phone number by SMS or Australian landline telephone number by interactive voice response message.
- (c) If you are currently registered for Internet Banking, you will not be able to perform certain At Risk Transactions using Phone Banking.
- (d) In order to receive the Security Code you must:
- provide us with a valid Australian mobile phone number or an Australian landline telephone number, and
  - choose your preferred method of delivery for the Secure Code – either via SMS or automated interactive voice response message.
- (e) If you do not provide us with a valid Australian mobile phone number or an Australian landline telephone number, then when you initiate an Internet Banking transaction that is an At Risk Transaction, you will not be able to complete that transaction.
- (f) You may from time to time change your preferred method of delivery for your Secure Code or your telephone number, or both, by following the instructions provided to you on Internet Banking.
- (g) It is your responsibility to inform us of any changes to the telephone number you have nominated to receive the Secure Code.
- (h) If for some reason, you are unable to participate in our Secure Code Service, you may discuss with us your special circumstances by contacting the Internet Banking Helpdesk on 1300 605 266 between 8am and 8pm (EST), Monday to Saturday.
- 54.7 We may suspend or cancel your access to Internet and Phone Banking without prior notice if we reasonably believe it is necessary or appropriate, for example where we believe that there is a risk of fraud or security breach. Should you require assistance, please call the Internet and Phone Banking Helpdesk 24 hours a day, seven days. If you want to use Internet and Phone Banking at a later time, you may ask us to register or activate you again.
- 54.8 You can cancel your registration for Internet and Phone Banking by telling us at any time that you wish to do so. If you want to use Internet and Phone Banking at a later time, you may ask us to register you again.
- 54.9 We may refuse to give effect to any Internet and Phone Banking transaction requested by you without being required to give any reason or advance notice to you.
- 54.10 It is your responsibility to obtain and maintain any Electronic Equipment (for example touch tone telephone or PC) which you may need to have for you to use Internet and Phone Banking. You must take all reasonable steps to protect the security of your computer's hardware and software, including ensuring your computer does not have any viruses and any form of program or mechanism capable of recording your Access Methods to Internet and Phone Banking.
- 54.11 It is your responsibility to ensure your contact information is correct. You can maintain your email address via Internet Banking.
- 54.12 We may place your Internet and Phone Banking access into an "inactive status" if you do not access them within 120 consecutive days. You can re-activate your access at any time, by calling Bank of Melbourne on 1300 605 266, 24 hours a day, seven days.
- 54.13 You may use Internet and Phone Banking to make Third Party Payments from your Account. You may use Internet Banking to direct us to make a Third Party Payment that is a Scheduled Payment.
- You must identify the BSB and the account number of the account to which you wish to make a Third Party Payment. We rely on the BSB and account number only to make a Third Party Payment from your Account. You must take care to identify the correct BSB and account number for a Third Party Payment. Otherwise, the payment may not be made to the correct account.
- If you use Internet Banking to schedule making a Third Party Payment from your Account at a later time, we can accept an order to stop or alter the payment only if we receive your order before midnight on the Business Day immediately prior to the day on which you schedule the Third Party Payment to be made. Otherwise, we will not accept an order to stop or alter a Third Party Payment you schedule to make from your Account at a later time. Also, we will not accept an order to stop or alter any Third Party Payment once you have instructed us by Internet and Phone Banking to make that payment.

54.14 You may use Internet and Phone Banking to transfer funds between your EFT Accounts. You may use Internet Banking to direct us to make a Scheduled Payment that is a transfer of funds between your EFT accounts.

If you use Internet and Phone Banking to schedule transferring funds between your EFT Accounts at a later time, we can accept an order to stop or alter the transfer only if we receive your order before midnight on the Business Day immediately prior to the day on which you schedule the transfer to be made. Otherwise, we will not accept an order to stop or alter a transfer you schedule to make between your EFT Accounts at a later time.

You must ensure that the funds to be transferred at a scheduled later date are available before midnight on the Business Day immediately prior to the day on which you schedule the transfer to take place. Also, we will not accept an order to stop or alter any other transfer of funds you ask us to make between your EFT Accounts once you have instructed us by Internet and Phone Banking to make that transfer.

## 55. Availability.

We will make reasonable efforts to:

- (a) ensure that Internet and Phone Banking is available during the hours specified by us from time to time; and
- (b) ensure that information we make available to you through Internet and Phone Banking is correct.

## 56. Transaction processing and limits.

56.1 We will email an electronic receipt for a Scheduled Payment to your nominated email address, if you ask us to make that payment at a later time and you ask us to send you an electronic receipt once we make that payment. Otherwise, you agree that we will not issue a receipt to you for a Scheduled Payment. We recommend that you check your Account after the due date for a Scheduled Payment to ensure the Scheduled Payment was made.

We issue an electronic receipt for other Internet and Phone Banking transactions at the time of the transaction. However, an Internet and Phone Banking transaction may not be processed until the next batch processing day for the EFT Account on which you make the transaction.

56.2 We apply an overall \$1 million limit per EFT Account on the sum of all Internet and Phone Banking transactions on any one day on that EFT Account.

56.3 Also, we apply the following daily limits on Internet and Phone Banking transactions:

- (a) the sum of \$25,000 for transfers from an EFT Account used for business purposes by use of the Internet and Phone Banking Access Methods we issue to the person authorising the payment, rather than the Internet and Phone Banking Access Methods we issue to the business itself;
- (b) the sum of \$25,000 for transfers to any one Bank of Melbourne credit card account;
- (c) the sum of \$15,000 per EFT Account for BPAY Payments to certain BPAY Billers;
- (d) the sum of \$100,000 per EFT Account for BPAY Payments to any other BPAY Billers;

(e) the sum of \$100,000 for Third Party Payments authorised under a form you sign and we approve; and

(f) the sum of \$25,000 for Third Party Payments where the particulars of the third party are set up online. Also, within this limit, we apply a daily limit of \$5,000 for the sum of Third Party Payments to any one payee whose payment particulars are set up online; and

(g) the sum of \$30,000 for redraws on a loan account; and

(h) there is a minimum redraw of \$500 on personal loan accounts. We will tell you whether you can register to redraw on your loan by Internet and Phone Banking.

Also, we apply the following daily limits on the following Internet Banking transactions:

(a) the sum of \$25,000 for all bank cheques requested in a day by use of the Access Methods for Internet and Phone Banking. Also, within this limit, we apply a daily sub-limit of \$5,000 for any one bank cheque requested; and

(b) there is a minimum amount of \$100 and a maximum of \$50,000 for any telegraphic transfer you request online for us to issue.

56.4 You cannot make more than \$1 million funds transfer by Internet Banking or Phone Banking to a loan account on any one day.

56.5 We will tell you in writing if we change these limits. Please refer to clause 3 for further information. Merchants or other providers of facilities may impose additional limits.

56.6 We will provide you with a transaction receipt number each time you make an Internet and Phone Banking transaction. You should record the transaction receipt number and it should be quoted if you have any queries in relation to the transaction.

56.7 If you are seeking to use Internet and Phone Banking in relation to an EFT Account which requires two or more to operate, you may only use Internet and Phone Banking to debit the Account via funds transfer or BPAY if all authorised parties to the EFT Account have informed us in writing and we have approved your use of Internet and Phone Banking.

56.8 You acknowledge and agree that we may record by whatever means, and in accordance with the ePayments Code, the transactions which you effect via Internet and Phone Banking and that we may use these records to, amongst other things, establish or verify that a particular transaction was effected through the use of your Internet and Phone Banking Access Number, Internet and Phone Banking Security Number and Internet Banking Password.

56.9 We will not accept an order to stop or alter a Third Party Payment once you have instructed us by Internet and Phone Banking to make that Third Party Payment.

## 57. Security of your Internet and Phone Banking Security Number and Internet Banking Password.

57.1 The security of your Internet and Phone Banking Security Number and Internet Banking Password is very important as they are comparable to your signature on a cheque. You must make every effort to ensure that your Internet and Phone Banking Security Number and Internet Banking Password and any record of them, is not misused, lost or stolen.

If you fail to ensure the security of your Internet and Phone Banking Security Number, and Internet Banking Password your liability is determined under clauses 57.10 to 57.17.

- 57.2 Your obligations – you must:
- (a) not record your Internet and Phone Banking Security Number or Internet Banking Password on the computer or telephone that you use to access Internet or Phone Banking;
  - (b) not record your Internet and Phone Banking Security Number or Internet Banking Password on any item that identifies your Internet and Phone Banking Access Number or Internet Banking Password or on any article normally carried with any such item and which is liable to loss or theft with that item;
  - (c) not permit any other person to use your Internet and Phone Banking Security Number or Internet Banking Password;
  - (d) not disclose your Internet and Phone Banking Security Number or Internet Banking Password or make it available to any other person (including a family member, a friend or one of our staff); and
  - (e) use care to prevent anyone else seeing your Internet and Phone Banking Security Number or Internet Banking Password being entered into any Electronic Equipment.

**Can you record a memory aid for your Internet and Phone Banking Security Number or Internet Banking Password?**

- 57.3 If you require a memory aid to recall your Internet and Phone Banking Security Number or Internet Banking Password you may make such a record provided the record is reasonably disguised. However, we do not consider that the following examples provide a reasonable disguise, and you agree:
- (a) not to record your disguised Internet and Phone Banking Security Number or Internet Banking Password on any item that identifies your Internet and Phone Banking Access Number;
  - (b) not to record your disguised Internet and Phone Banking Security Number or Internet Banking Password on the computer or telephone that you use to access Internet or Phone Banking;
  - (c) not to disguise your Internet and Phone Banking Security Number by reversing the number sequence;
  - (d) not to describe your disguised record as a “Internet and Phone Banking Security Number record” or “Internet Banking Password record” or similar;
  - (e) not to disguise your Internet and Phone Banking Security Number or Internet Banking Password using alphabetical characters or numbers: A=1, B=2, C=3, etc.;
  - (f) not to select or disguise your Internet and Phone Banking Security Number or Internet Banking Password using any of the following combinations (or parts of them):
    - (i) dates of birth;
    - (ii) personal telephone numbers;
    - (iii) car registration numbers;
    - (iv) family members’ names;
    - (v) social security numbers; or
    - (vi) licence numbers; and

- (g) not to store your Internet and Phone Banking Security Number or Internet Banking Password in any low security electronic device of any kind, such as (but not limited to):
  - (i) calculators;
  - (ii) personal computers; or
  - (iii) electronic organisers.

57.4 There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your Internet and Phone Banking Security Number or Internet Banking Password.

You must exercise extreme care if you decide to record a memory aid for your Internet and Phone Banking Security Number or Internet Banking Password.

Please note: Liability for losses resulting from unauthorised EFT Transactions is determined under the relevant provisions of the ePayments Code, where that Code applies, despite your obligations set out at clause 57.2 to 57.4 above.

**If your Internet and Phone Banking Security Number and/or Internet Banking Password is revealed or you suspect unauthorised transactions.**

- 57.5 You must tell us as soon as possible if you suspect that your Internet and Phone Banking Security Number or Internet Banking Password is known to someone else or you suspect any unauthorised use of it or that unauthorised transactions have been made.
- You may notify us by telephoning us on the 24 hour Card Service Centre hotline number listed on the outside of the back cover of these Terms and Conditions.
- 57.6 If you do not notify us you may be liable for unauthorised use – see clauses 57.10 to 57.17.
- 57.7 You will need to give us all relevant information you may have, so that we can suspend Internet and Phone Banking access to your EFT Accounts. You must confirm in writing any notice you give us by telephone. A failure to do so will not affect your liability for unauthorised transactions. However, it will help us to effectively deal with your report.
- 57.8 When you report the matter you will be given a notification number (or other form of acknowledgement). You should retain that number as confirmation of the date and time of your report.
- 57.9 If you are unable to report to us because our facilities are unavailable, you are not liable for any unauthorised transaction which could have been prevented if you had been able to tell us, provided you tell us within a reasonable time after our facilities become available again.

**Liability for unauthorised transactions.**

- 57.10 You are not liable for unauthorised Internet and Phone Banking transactions if it is clear you did not contribute to losses resulting from these transactions. Otherwise your liability will normally be limited to:
- (a) \$150;
  - (b) the balance of your EFT Accounts on which the unauthorised Internet and Phone Banking transactions were made and to which you have access by Internet and Phone Banking including any agreed line of credit; or

- (c) the actual loss incurred before you notify us under clause 57.5 (excluding that portion of the loss incurred on any one day which exceeds any applicable daily transaction limit), whichever is the smallest amount.

In some circumstances, you may be liable for a greater amount of unauthorised Internet and Phone Banking transactions. Please refer to clauses 57.13 and 57.17.

57.11 You are not liable for losses caused by:

- (a) the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of merchants (i.e. providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees; or
- (b) unauthorised Internet and Phone Banking transactions which occur after you have given us notice as required by clauses 57.5 to 57.9;
- (c) unauthorised Internet and Phone Banking transactions before you receive your Internet and Phone Banking Security Number; or
- (d) any Device, Identifier or Code that is forged, faulty, expired or cancelled; or
- (e) the same transaction being incorrectly debited more than once to the same Account.

#### **When you will be liable.**

57.12 You will be liable for losses resulting from transactions which are carried out by you, a person authorised by you or another person with your knowledge and consent.

57.13 If you have contributed to the unauthorised use because you:

- (a) engaged in fraud; or
- (b) voluntarily disclosed your Internet and Phone Banking Security Number or Internet Banking Password to anyone, including a family member or friend; or
- (c) where a Device is also needed to perform a transaction, kept a record of your Internet and Phone Banking Security Number or Internet Banking Password (without making any reasonable attempt to protect the security of the Internet and Phone Banking Security Number or Internet Banking Password) with the Device or in a way that it was liable to loss or theft simultaneously with that Device; or
- (d) selected an Internet and Phone Banking Security Number or Internet Banking Password which represents your birth date or an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such a Internet and Phone Banking Security Number or Internet Banking Password and warned of the consequences of doing so; or
- (e) you act with extreme carelessness in failing to protect the security of your Internet and Phone Banking Security Number or Internet Banking Password, your liability will not exceed the smallest of:
  - (i) the actual loss incurred up to the time we are notified that the security of your Internet and Phone Banking Security Number or Internet Banking Password has been breached or we receive notice of the existence of unauthorised transactions; or
  - (ii) the funds available in your EFT Accounts, including any agreed line of credit; or
  - (iii) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

57.14 You will be liable if you have contributed to the unauthorised transaction because you unreasonably delayed in notifying us that your Internet and Phone Banking Security Number and/or Internet Banking Password has become known to someone else. You will be liable for any losses directly attributable to that delay that were incurred before notification. Your liability for these losses will not exceed the smallest of:

- (a) the actual loss which could have been prevented from occurring in the period between when you became aware (or should reasonably have become aware) of the events described above and the time we were actually notified; or
- (b) the funds available in your EFT Accounts including any agreed line of credit; or
- (c) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

57.15 Your liability for losses from unauthorised EFT Transactions will not exceed the amount of the loss that would result after the exercise of any claim or other right we have under the rules of the Card scheme against any other party to the Card scheme (whether or not that claim or other right is actually exercised). Refer also to clause 23.6 in this context.

57.16 No transaction entered into by you or an Additional Cardholder can be an unauthorised transaction for the purposes of this clause 57.

57.17 You will not be liable under clause 57.13 to 56.14 for losses incurred on any accounts which we had not agreed could be accessed using an applicable Device or Identifier and/or your Internet and Phone Banking Security Number or Internet Banking Password. Your liability under clause 57.13 is also subject to us proving on the balance of probability that you contributed to the losses in one or more of the ways described in clause 57.13.

57.18 If you are seeking to use Internet and Phone Banking in relation to an Account used for business purposes, then despite any other clause in these Terms and Conditions, your use of Internet and Phone Banking is subject to any additional terms of which we inform you.

57.19 Please tell us about any service fault or difficulty with our Internet and Phone Banking service by calling the General Customer Enquiries number on the outside back cover of these Terms and Conditions.

#### **Mistaken internet payments.**

57.20 This section does not apply to BPAY payments. See Section I for information about BPAY payments.

#### **Reporting mistaken internet payments.**

57.21 You should report mistaken internet payments to us as soon as possible after you become aware of them. You can report mistaken internet payments to us by visiting a Bank of Melbourne branch or by calling:

- 13 22 66 if calling within Australia.

We will give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report.



If we are satisfied that you have made a mistaken internet payment, we will, as soon as reasonably possible (and by no later than 5 business days of your report), send a request to the receiving institution for the return of the funds.

If the receiving institution subscribes to the Code and they are satisfied that a mistaken internet payment was made, they are required to follow the process for recovering the payment that we described under the section, 'Where you receive a mistaken internet payment'.

We will acknowledge receipt of your report of a mistaken internet payment, conduct an investigation into that mistaken internet payment, and inform you in writing of the outcome of our investigation within 30 business days of the day on which you made the report.

If you are unhappy with how your report was dealt with, you have a right to complain to us. Information on our complaints procedure is set out in this document. If you are still not satisfied with our response or handling of your complaint, you have the right to complain to the external resolution scheme, the Australian Financial Complaints Authority (AFCA). AFCA's contact details are set out in the 'Do I have any other rights and obligations?' section of this document.

### Dealing with mistaken internet payments.

57.22 Mistaken internet payments will be dealt with by us in accordance with the ePayments Code, where that Code applies to the payment. Set out at clauses 57.23 to 57.24 is a summary of the processes in that Code.

We may be the *sending institution*, namely the financial institution whose customer made the payment or the *receiving institution*, namely the financial institution whose customer received the payment (this customer is the *unintended recipient* of the payment). We will be the sending institution where the payment is made from your account. We will be the receiving institution where the payment is made to your account.

Where a financial institution other than us is the receiving or sending financial institution, we cannot guarantee that it will follow the processes in the ePayments Code. A financial institution is unlikely to follow these processes if it is not an authorised deposit-taking institution for the purposes of the Banking Act. We are not liable for any loss suffered if it does not follow those processes.

Where the sending institution is not satisfied that a payment is a mistaken internet payment, it is not required to take any further action.

Notwithstanding anything set out below, where the unintended recipient of the mistaken internet payment is receiving income support payments from Services Australia or the Department of Veterans' Affairs, the receiving institution must recover the funds from that recipient in accordance with the Code of Operation: Recovery of Debts from Customer Nominated Bank Accounts in receipt of Services Australia income support payments or Department of Veterans' Affairs payments.

Where you or another financial institution advises us that you are, or we think you may be, the sender or recipient of a mistaken internet payment, you must give us, as soon as reasonably practicable and within the time we request, any information we reasonably require to enable us to determine whether the payment was a mistaken internet payment.

### Where sufficient funds are available in the unintended recipient's account.

57.23 Where the sending institution is satisfied that the mistaken internet payment occurred and there are sufficient credit funds available in the account of the unintended recipient to the value of the mistaken internet payment, the process that will apply will depend upon when the report of the mistaken internet transaction is made:

#### Where the report is made within 10 Business Days of the payment:

- if the receiving institution is satisfied that a mistaken internet payment has occurred, it will return the funds to the sending institution within 5 Business Days of the request or any reasonably longer period up to a maximum of 10 Business Days.

#### Where the report is made between 10 Business Days and 7 months of the payment:

- the receiving institution will investigate the payment and complete the investigation within 10 Business Days of receiving a request;
- if the receiving institution is satisfied that a mistaken internet payment has occurred, it will prevent the unintended recipient from withdrawing the funds for a further 10 Business Days and notify the unintended recipient that they will withdraw the funds if that recipient does not establish they are entitled to the funds within that 10 day period;
- if the unintended recipient does not establish they are entitled to the funds within that time, the receiving institution will return the funds to the sending institution within 2 Business Days of that period (during which time the recipient will be prevented from withdrawing the funds).

#### Where a report is made after 7 months of payment:

- If the receiving institution is satisfied a mistaken internet payment occurred, it must seek the consent of the unintended recipient to return the funds.

In each case where the receiving institution is not satisfied that a mistaken internet payment has occurred, it may (but is not required to) seek consent of the unintended recipient to return the funds.

Where the funds are returned to the sending institution, it will return the funds to the holder as soon as practicable.

### Where sufficient funds are not available.

57.24 Where both the sending and receiving institution are satisfied that a mistaken internet payment has occurred but there are not sufficient credit funds available in the account of the unintended recipient, the receiving institution will use reasonable endeavours to recover the funds from the unintended recipient.

### Where you receive a mistaken internet payment.

- 57.25 Where:
- both we and the sending institution are satisfied that a payment made to your account is a mistaken internet payment; and
  - sufficient credit funds are available in your account to the value of that payment; and
  - the mistaken internet payment is reported 7 months or less after the payment; and
  - for mistaken internet payments reported between 10 Business Days and 7 months of the payment, you do not establish that you are entitled to the payment within the relevant 10 Business Day period referred to in clause 57.23,

we will, without your consent, deduct from your account an amount equal to that mistaken payment and send that amount to the financial institution of the payer in accordance with clause 57.23 above.

If there are insufficient funds in your account, you must co-operate with us to facilitate payment by you of an amount of the mistaken internet payment to the payer.

We can prevent you from withdrawing funds the subject of a mistaken internet payment where we are required to do so to meet our obligations under the ePayments Code.

### Liability for losses arising from internet payments.

- 57.26 You must ensure that internet payment details are correct. You and your user are solely responsible for providing correct payment details including amount and payee details. We will return to you any funds recovered by us on your behalf from an unintended recipient in respect of a mistaken internet payment but otherwise have no liability to you or your user for any payment made in accordance with details provided by you or your user including mistaken internet payments.

## Section I – Terms and Conditions that apply to BPAY.

### 58. Features and benefits of the BPAY Scheme.

The BPAY Scheme is a facility that allows you to make electronic payments by requesting us to debit an amount from your Account to pay organisations (“Billers”) who agree that you can make BPAY Payments to them through the BPAY Scheme. BPAY Payments are made using Internet and Phone Banking.

### 59. Significant risks associated with BPAY.

- 59.1 There is a risk of unauthorised, fraudulent or mistaken payments from your Account using BPAY. Please see clause 66 for further information about when you will be liable for mistaken payments, unauthorised transactions and fraudulent payments made using BPAY.

### 60. Terms and conditions of the BPAY Scheme.

- 60.1 This Section I applies if you ask us to make a payment on your behalf through the BPAY Scheme. We are a member of the BPAY Scheme. We will tell you if we are no longer a member of the BPAY Scheme. You can make BPAY Payments from the Account if you have access to Internet and Phone Banking.
- 60.2 When we tell you, you may also receive or access bills or statements electronically through BPAY View from participating billers nominated by you by:
- (a) opening an email sent to you whenever a bill or statement is received by us with a link to our Internet Banking website; or
  - (b) accessing our Internet Banking website.
- 60.3 You may choose to make a BPAY Payment using Internet and Phone Banking or any other payment method accepted by the Biller. We are a Biller and you may nominate us as a Biller for the purposes of BPAY View. You may be able to make a transfer from an account at another Financial Institution, which is a member of the BPAY Scheme, to your Account through the BPAY Scheme.
- 60.4 When you ask us to make a BPAY Payment, you must give us the information specified in clause 63 below. We will then debit the EFT Account you specify with the amount of that BPAY Payment. We may decide not to make a BPAY Payment if there are not sufficient cleared funds in the EFT Account at the time and when you tell us to make that payment.
- 60.5 When we make a BPAY Payment on your behalf we are not acting as your agent or the agent of the Biller to whom that payment is directed.

### 61. How to use the BPAY Scheme.

- 61.1 We may impose restrictions on the EFT Accounts from which a BPAY Payment may be made. In addition to the limits specified in clause 56, a Biller may set limits on the amount of a BPAY Payment to that Biller. Some Billers will not accept Payment from certain accounts (for example, credit card accounts).
- 61.2 If there is any inconsistency between these Terms and Conditions and the BPAY Scheme terms and conditions, then the BPAY Scheme terms and conditions will apply to the extent of that inconsistency.
- 61.3 When you use a credit card to pay a bill through the BPAY Scheme, we treat that payment as a credit card purchase transaction.
- 61.4 A mistaken or erroneous payment received by a Biller does not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.

### 62. Valid payment direction.

We will treat any instruction to make a BPAY Payment as authorised by you if, when it is given to us:

- (a) your Internet and Phone Banking Security Number and Internet and Phone Banking Access Number are entered, if you make the BPAY Payment by Phone Banking; or

- (b) your Internet and Phone Banking Security Number, Internet Banking Password and Internet and Phone Banking Access Number is entered, if you make the BPAY Payment by Internet Banking.

### 63. Information you must give us.

- 63.1 To instruct us to make a BPAY Payment, you must give us the following information:
- (a) the EFT Account you want us to debit the payment from;
  - (b) the amount you wish to pay;
  - (c) the Biller code of the Biller you wish to pay (this can be found on your bill); and
  - (d) your customer reference number (this can be found on accounts or invoices you receive from Billers).
- 63.2 Instructions are given by entering the correct numbers into your touch-tone telephone (where you are using the phone) or your computer (where you are using the internet).
- 63.3 We are not obliged to effect a BPAY Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

### 64. Payments.

- 64.1 You may use Internet and Phone Banking to direct us to make a BPAY Payment that is a Scheduled Payment from your Account. If you use Internet Banking to schedule making a BPAY Payment from your Account at a later time, we can accept an order to stop or alter the payment only if we receive your order before midnight on the Business Day immediately prior to the day on which you schedule the BPAY Payment to be made. Otherwise, we will not accept an order to stop or alter a BPAY Payment you schedule to make from your Account at a later time. You must ensure that the funds to make the BPAY Payment at a Scheduled later date are available before midnight on the Business Day immediately prior to the day on which you schedule the payment to be made. Also, we will not accept an order to stop or alter any other BPAY Payment once you have instructed us to make that BPAY Payment.
- 64.2 You should notify us immediately if you become aware that you may have made a mistake when instructing us to make a BPAY Payment, or if you did not authorise a BPAY Payment that has been made from your EFT Account (except for a mistake as to the amount you mean to pay – for those errors see clause 64.6 below). Clauses 66.3 to 66.5 describe when and how we will arrange for such a BPAY Payment (other than in relation to a mistake as to the amount you must pay) to be refunded to you.
- 64.3 Subject to clause 69, Billers who participate in the BPAY Scheme have agreed that a BPAY Payment you make will be treated as received by the Biller to whom it is directed:
- (a) on the date you make that BPAY Payment, if you tell us to make the BPAY Payment before our Payment Cut-Off Time (see clause 69 below) on a Banking Business Day; or
  - (b) on the next Banking Business Day, if you tell us to make that BPAY Payment after our Payment Cut-Off Time (see clause 69 below) on a Banking Business Day, or on a non-Banking Business Day.

- 64.4 A delay might occur in the processing of a BPAY Payment where:
- (a) there is a public or bank holiday on the day after you tell us to make a BPAY Payment;
  - (b) you tell us to make a BPAY Payment either on a day which is not a Banking Business Day or after our Payment Cut-Off Time on a Banking Business Day;
  - (c) another Financial Institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or
  - (d) a Biller fails to comply with its obligations under the BPAY Scheme.
- 64.5 While it is expected that any delay in processing a BPAY Payment for any reason set out in clause 64.4 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.
- 64.6 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY Payment and you later discover that:
- (a) the amount you told us to pay was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or
  - (b) the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount actually paid to a Biller and the amount you needed to pay.

### 65. BPAY View.

- 65.1 When we tell you, you may register to use BPAY View. You will be able to register for BPAY View at our website: [bankofmelbourne.com.au](http://bankofmelbourne.com.au)
- 65.2 If you register for BPAY View, whilst you are registered you:
- (a) agree to our disclosing to Billers nominated by you:
    - (i) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable Billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and
    - (ii) that an event in clause 65.3 (b), (c), (d), (e) or (f) has occurred;
  - (b) agree to us or a Biller (as appropriate) collecting data about whether you access your emails, our Internet Banking website and any link to a bill or statement;
  - (c) agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. Whilst you are registered you may receive a paper bill or statement from the Biller only in the circumstances set out in clause 65.3. For the purposes of this condition, we are the agent for each Biller nominated by you under (a) above;
  - (d) agree to direct to a Biller any enquiry relating to a bill you receive electronically from that Biller; and
  - (e) agree that the BPAY View terms in these Terms and Conditions apply to you.

- 65.3 You may receive paper bills and statements from a Biller instead of electronic bills and statements:
- (a) at your request to a Biller (a fee may be charged by the applicable biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
  - (b) if you or a Biller de-register from BPAY View or you no longer have an EFT Account with us;
  - (c) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
  - (d) if your email address is incorrect or cannot be found and your email is returned to us undelivered;
  - (e) if we are aware that you are unable to access your email or our Internet Banking website or a link to a bill or statement for any reason; or
  - (f) if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for an extended period.

65.4 You agree that when using BPAY View:

- (a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
  - (i) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
  - (ii) at the email address nominated by you;
- (b) if you receive notification on our Internet Banking website without an email then that bill or statement is received by you:
  - (i) when a notification is posted on our Internet Banking website, whether or not you choose to access our website; and
  - (ii) at our Internet Banking website;
- (c) bills and statements delivered to you remain accessible through our Internet Banking website for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not; and
- (d) you will contact the Biller direct if you have any queries in relation to bills or statements.

65.5 You must:

- (a) check your emails or our Internet Banking website at least weekly;
- (b) tell us if your contact details (including email address) change;
- (c) tell us if you are unable to access your email or our Internet Banking website or a link to a bill or statement for any reason;
- (d) ensure your mailbox can receive email notifications (for example, it has sufficient storage space available); and
- (e) arrange with the Biller to send you bills or statements by an alternative means if you no longer have an EFT Account with us.

## 66. Liability for mistaken payments, unauthorised transactions and fraud.

- 66.1 BPAY participants undertake to promptly process BPAY Payments. You must tell us promptly:
- (a) if you become aware of any delays or mistakes in processing your BPAY Payments;
  - (b) if you did not authorise a BPAY Payment that has been made from your EFT Account; or
  - (c) if you think that you have been fraudulently induced to make a BPAY Payment.
- 66.2 We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in clauses 66.3 to 66.5. If the ePayments Code applies and a BPAY Payment is made on your EFT Account without your knowledge or consent, liability for that unauthorised BPAY Payment will be determined in accordance with clauses 57.10 to 57.17. Otherwise, except as set out in clauses 66.3 to 66.8 and clause 72 and subject to clause 28.3, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.
- 66.3 If a BPAY Payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your EFT Account was debited for the amount of that payment, we will credit that amount to your EFT Account. However, if you were responsible for a mistake resulting in that payment and we cannot recover within 20 Banking Business Days of us attempting to do so the amount of that payment from the person who received it, you must pay us that amount.
- 66.4 If a BPAY Payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your EFT Account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:
- (a) we cannot recover that amount within 20 Banking Business Days of us attempting to do so from the person who received it; and
  - (b) the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.
- 66.5 If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case we will attempt to obtain a refund for you of the fraud-induced payment.
- 66.6 If a BPAY Payment you have made falls within the type described in clause 66.4 and also clauses 66.3 or 66.5, then we will apply the principles stated in clause 66.4.
- 66.7 If a BPAY Payment you have made falls within both the types described in clauses 66.3 and 66.5, then we will apply the principles stated in clause 66.5.
- 66.8 Except where a BPAY Payment is a mistaken payment referred to in clause 66.4, an unauthorised payment referred to in clause 66.4 or a fraudulent payment referred to in clause 66.5, BPAY Payments are irrevocable. No refunds will be provided through the BPAY Scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

## Important.

Even where your BPAY Payment has been made using a Visa Debit Card, no chargeback rights will be available under BPAY Scheme rules. Please refer to clause 23.6 for further information on chargebacks.

- 66.9 Your obligation under clauses 66.3 and 66.4 to pay us the amount of any mistaken or unauthorised payment (as applicable) is subject to any of your rights referred to in clause 72.
- 66.10 You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:
- (a) did not observe any of your obligations under the BPAY Scheme terms and conditions; or
  - (b) acted negligently or fraudulently in connection with these Terms and Conditions.
- 66.11 If you tell us that a BPAY Payment made from your EFT Account is unauthorised, you must first give us your written consent addressed to the Biller who received that BPAY Payment, consenting to us obtaining from the Biller information about your account with that Biller of the BPAY Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY Payment. We are not obliged to investigate or rectify any BPAY Payment if you do not give us this consent. If you do not give us that consent, the Biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY Payment.

## 67. BPAY View billing errors.

- 67.1 For the purposes of clauses 67.2 and 67.3, a BPAY View billing error means any of the following:
- (a) if you have successfully registered with BPAY View:
    - (i) failure to give you a bill (other than because you failed to view an available bill);
    - (ii) failure to give you a bill on time (other than because you failed to view an available bill on time);
    - (iii) giving a bill to the wrong person; or
    - (iv) giving a bill with incorrect details;
  - (b) if your BPAY View deregistration has failed for any reason, giving you a bill if you have unsuccessfully attempted to deregister.
- 67.2 You agree that if a BPAY View billing error occurs:
- (a) you must immediately, upon becoming aware of the BPAY View billing error, take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable Biller and obtaining a correct copy of the bill; and
  - (b) the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable Biller due to any consequential late payment and as a result of the BPAY View billing error.
- 67.3 You agree that for the purposes of this clause you are responsible for a BPAY View billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View.

## 68. Suspension.

We may suspend your right to participate in the BPAY Scheme at any time if you or someone acting on your behalf is suspected of being fraudulent.

## 69. Payment Cut-Off Time.

If you tell us to make a BPAY Payment before the time specified in the box below, it will in most cases be treated as having been made on the same day. Payment Cut-Off Time: 7 days per week: 5.30pm (AEST) However, the payment may take longer to be credited to a Biller if you tell us to make a BPAY Payment on a Saturday, Sunday or a public holiday, or if another participant in the BPAY Scheme does not process a BPAY Payment as soon as they receive its details.

## 70. When a Biller cannot process your payment.

If we are advised that your payment cannot be processed by a Biller, we will:

- (a) inform you of this;
- (b) credit your Account with the amount of the BPAY Payment; and
- (c) if you ask us to do so, take all reasonable steps to assist you in making a BPAY Payment to that Biller as quickly as possible.

## 71. Account records.

You should check your EFT Account records carefully and promptly report to us as soon as you become aware of them, any BPAY Payments that you think are errors or are BPAY Payments that you did not authorise or you think were made by someone else without your permission.

## 72. Consequential damage.

- 72.1 This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.
- 72.2 We are not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

## 73. Privacy.

- 73.1 In addition to clause 65.2, you agree to our disclosing to Billers nominated by you and, if necessary, the entity operating the BPAY Scheme (BPAY Pty Ltd) and any agent appointed by it from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:
- (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY Scheme;
  - (b) such of your transactional information as is necessary to process, rectify or trace your BPAY Payments. Your BPAY Payments information will be disclosed by BPAY Pty Ltd, through its agent, to the Biller's Financial Institution and your information necessary to process your use of BPAY View, will be disclosed by BPAY Pty Ltd, through its agent, to the Biller. Also, we may disclose such of your transactional information as is necessary to rectify or trace a BPAY Payment you make by mistake to the Biller that received the payment and the Biller to whom you intended to make the payment or the Financial Institution of either or both Billers; and
  - (c) that an event in clause 65.3 (b), (c), (d), (e) or (f) has occurred.
- 73.2 You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY Scheme referred to in this clause 73, as necessary.
- 73.3 You can request access to your information held by us, BPAY Pty Ltd or its agent, Cardlink Services Limited, at their contact details listed in clause 1.
- 73.4 If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY Payment or for you to use BPAY View.

## Section J – Terms and Conditions that apply to periodical payments, direct debits and direct credits.

### 74. Features and benefits of periodical payments and direct debits.

- 74.1 A periodical payment is a transfer of funds at your request from your Account to a specified account on a certain date on a regular basis.
- 74.2 A direct debit transaction is a payment you have authorised a third party to debit your account at set times, by using your BSB and account number.

### 75. Terms and conditions of periodical payments and direct debits.

- 75.1 You may have periodical payments or direct debits from those Accounts that permit periodical payments and direct debits as indicated in Section A. Enquire at any Branch for details. To arrange periodical payments or direct debits you must apply to us. The form must be signed in accordance with the Authority to Operate held by us for the Account.

- 75.2 If your periodical payment application is approved by us, the authority may not take effect for up to 6 Business Days after the request is received.
- 75.3 The periodical payment authority will remain in force until:
- (a) we receive:
    - (i) written notice from you to cancel or vary the authority; or
    - (ii) notice of the death, bankruptcy or insolvency of any of you; or
  - (b) the authority is cancelled by us.
- 75.4 You may cancel your direct debit facility by contacting us. We will promptly process:
- any instruction by you to cancel a direct debit request relevant to a banking service we provide to you; or
  - a complaint by you that a direct debit was unauthorised or otherwise irregular.
- When you contact us to request a direct debit cancellation, we can complete the request on your behalf and forward it to the authorised party.
- We are unable to accept a request to stop a payment made under a direct debit arrangement after we have already debited the payment from your account.
- 75.5 We may decide not to make a periodical payment or direct debit if there are not sufficient cleared funds in the Account at the time and on the date for the transfer of money.
- 75.6 If we decide not to make the payment for this reason, we may still charge you a fee. From time to time we may allow you to overdraw your Account. We have no obligation to do so.
- 75.7 If we decide not to make the payment because there are not enough cleared funds in the Account or if we decide to make the payment and overdraw the Account, we may charge a fee. Also if the payment overdraws the Account, you agree to pay us interest on the amount overdrawn at the rate specified by us from time to time. You must repay the overdrawn amount immediately without further demand from us. Any deposits into your account will be first applied to the amount by which your account is overdrawn and any accrued interest on that amount. You agree to pay us any reasonable legal fees we incur in seeking to recover the overdrawn amount from you. Please refer to clauses 20, 21 and 22 for more information about overdrawings.
- 75.8 We do not have to inform you if a periodical payment or direct debit is not made.
- 75.9 If you request more than one periodical payment or direct debit, we will determine the order in which they are paid.
- 75.10 We may charge you a fee for periodical payments or direct debits and also debit your Account for any fees or charges passed on to us by another Financial Institution as a result of a periodical payment or direct debit.
- 75.11 When we make a periodical payment we are not acting as your agent or the agent of the payee.
- 75.12 If the periodical payment is to an account with us, we may credit that account before we draw the payment under your periodical payment authority. If we cannot draw that payment, we may reverse the credit we made.

- 75.13 If your Account is closed or the Cards issued on your Account are cancelled, you agree to notify in writing all payees whom you have authorised to make direct debits on your Account. If you do not notify all payees, we may continue to pay amounts drawn by the payee under the direct debit authority you gave the payee and debit those amounts to another Account in your name (see clause 75.14).
- 75.14 If your Account is closed, or if we cancel any Card we issue on your Account, you:
- (a) agree to promptly return all Cards on your Account;
  - (b) remain liable for any transaction amounts not yet processed on your Account; and
  - (c) authorise us to debit any outstanding transaction amounts on your Account to any other account in your name.
- 75.15 If a periodical payment is due to be made on a Sunday or a public holiday, we make the periodical payment on the next Banking Business Day. If a direct debit is due to be made on a day that is not a Banking Business Day, we make the direct debit on the next Banking Business Day.

## 76. Direct Credits/Salary Payments.

- 76.1 Direct credits are automatic deposits of funds into your Accounts. For example, you may have your salary or other regular payments credited to your Account. You may arrange this yourself. You do not need to arrange this with us.
- 76.2 We are not liable for any payments which you expect to receive, but which you do not receive.
- 76.3 If you wish to cancel or alter your direct credit facilities, you should contact the person who is forwarding the funds to your Account. You do not need to contact us.

## Section K – Product Disclosure Statement that applies to Business Banking Online.

### 77. Business Banking Online.

A separate Product Disclosure Statement governs Business Banking Online, the Access Methods for Business Banking Online and the security of the authentication device. Business Banking Online is not available with all Accounts. Please contact us if you are interested in Business Banking Online. Our Branch contact details are on the outside back cover of these Terms and Conditions.

## Section L – Terms and Conditions relating to your Overdraft Limit.

### 78. Overdraft Limit.

- 78.1 If approved by us, the Account may have an overdraft facility.
- 78.2 Any *Overdraft Limit* is shown in the *Offer*.
- 78.3 You must not allow any *Overdraft Limit* to be exceeded without our approval. If the *Overdraft Limit* is exceeded without our approval, you must immediately repay the excess.

### 79. What is an overdraft?

An overdraft is an arrangement under which we allow a debit balance on the Account up to a pre-arranged limit. Certain details relating to the overdraft are set out in the *Offer*.

### 80. Increasing the *Overdraft Limit*.

You may ask us in writing to increase the *Overdraft Limit* and, if we decide to do so, we must tell you the new *Overdraft Limit* in writing.

### 81. Review.

- 81.1 We may carry out a review of the overdraft at least annually. You must give us any information we reasonably ask for concerning your financial position and your performance under the overdraft facility.
- 81.2 At any time we may reduce the *Overdraft Limit* or stop providing further credit. If we do so, we will tell you in writing and you must repay us any amount you owe us under this agreement with us.

### 82. Interest charges you must pay us on debit balances.

- 82.1 This clause 82 only applies if you have an *Overdraft Limit*.
- 82.2 You must pay us interest charges for each day on the balance owing on your Account for the end of that day if it is a debit balance (whether or not that amount exceeds the *Overdraft Limit*).
- 82.3 Interest charges are calculated daily at the *annual percentage* rate set out in the *Offer* on the basis of a 365 day year.
- 82.4 Interest charges are debited to the Account with effect on the last day in each month in which they accrue. However, if you select a different day for debiting interest, we debit interest on that other day.

82.5 We may change the *annual percentage rate* at any time. The *annual percentage rate* (which is the sum of your reference rate and your margin) shown in the *Offer* is current at the *disclosure date* stated in the *Offer*. We notify you by newspaper advertisement on or before the date of any change in the reference rate in accordance with clause 3. Your *annual percentage rate* changes on the date we change your reference rate. Your *annual percentage rate* will be the new reference rate and your margin. Your new *annual percentage rate* applies from the date we specify in the newspaper advertisement.

### 83. **Overdraft Limit excesses.**

83.1 We may charge an additional amount of interest on that part of the *balance owing on your Account* for the end of a day which exceeds the *Overdraft Limit* ("overdraft limit excess"). This applies whether or not the *Overdraft Limit* is exceeded because it has been reduced under clause 81 or because the Account has been closed under clause 14. This is a default rate of interest.

83.2 The interest charges for overdraft limit excesses are calculated daily at a rate equal to the excess margin described in the default rate of interest section set out in the *Offer* on the basis of a 365 day year.

83.3 You can find out details of any reference rates current at any time by calling any of the Corporate and Business Banking Branches.

Any changes to interest rates will be advertised in a major newspaper.

### 84. **National Credit Code.**

To the extent that the National Credit Code applies to the overdraft facility and the Account and:

- (a) that Code would otherwise make a provision of the overdraft facility and Account illegal, void or unenforceable; or
- (b) a provision of the overdraft facility and Account would otherwise contravene a requirement of that Code or impose an obligation or liability which is prohibited by that Code, the overdraft facility and Account is to be read as if that provision were varied to the extent necessary to comply with that Code or, if necessary, omitted.

## Section M – General descriptive information.

### 85. **Reasonableness.**

We will act fairly and reasonably in accordance with our legitimate business interests in exercising our rights and discretions under these Terms and Conditions.

### 86. **General descriptive information.**

The following general descriptive information is for the guidance of customers of the Bank. It is not a complete statement of the matters it deals with. Some aspects of the law that it covers are not settled. You should seek advice if you have any query on these matters. Also, we can make available to you general information about our account opening procedures and complaint handling procedures.

#### **Read these Terms and Conditions.**

We recommend that you read all the Terms and Conditions applying to Banking Services you intend to obtain before you accept those Banking Services with us.

#### **Tax File Numbers.**

##### **What is a TFN?**

A tax file number (TFN) is a number issued by the Australian Taxation Office for a taxpayer. It appears on your tax assessment notice.

##### **How do you get one?**

If you do not have a TFN you can apply for one at the Australian Taxation Office.

##### **Quoting your TFN.**

When you open an interest bearing account with us, or make an interest bearing deposit with us, you may quote us your TFN for that investment. It is not compulsory.

##### **Tax.**

If you choose not to quote your TFN for that account, then unless you are exempt, tax law requires us to take out an amount for tax at the maximum personal marginal tax rate plus the Medicare levy rate from any interest income on the account. We will notify you of the amount that we take out at the same time that we notify you of any interest paid.

##### **Exemptions.**

In some cases we do not have to take out tax. Contact the Australian Taxation Office for more information. If you are in an exempt category of persons, you should notify us to avoid tax being taken out of your account.

##### **Joint Accounts.**

If there is a joint investment by two or more persons, each person will only be taken to have quoted if at least two of them have either quoted their TFN or are exempt. If at least two of them have TFNs, each person will only be taken to have quoted if at least two TFNs are quoted.

##### **Partnerships.**

If the partnership has its own TFN, use this when quoting a TFN. If there is no partnership TFN, follow the rules for joint accounts.

##### **Trust Accounts.**

If you are a trustee and have a trust TFN, use the trust TFN when quoting a TFN. If you do not have one, use your own TFN.



### **Accounts held for children.**

If you are an adult holding an account for a child, you are a trustee. Follow the rules for trust accounts.

### **How to quote your TFN.**

If you want to quote your TFN or notify us that you are exempt, forms are available at any Branch. We will return the form to you when we have recorded your TFN or exemption.

### **Combination.**

We can combine the balance of two or more of your accounts, even if the accounts are at different branches. This may happen when one of your accounts is overdrawn or is in debit.

We will not combine your accounts if:

- (a) the accounts are not held by the same person or persons; or
- (b) we know that the accounts are held in different capacities (for example one is held by you as a trustee); or
- (c) doing this would breach the Code of Operation for Centrelink Direct Credit Payments.

If you are an individual or a Small Business, the Banking Code requires us to promptly give notice to you if we combine any of your accounts, but we need not do so beforehand.

### **If you are in Financial Difficulties.**

If you owe us money, we recommend that you tell us promptly if you are in financial difficulty.

### **Joint Accounts.**

If you have a joint account with another person or persons, you will each be liable for the whole of any amount due to us on the account, unless the contract with us states otherwise. Usually the contract will state that your liability is both joint and several. This means we can sue all of you or any one of you for the whole of the amount owing and that you could end up paying the total amount outstanding on the account. If you die or become bankrupt, your estate will be liable to the same extent as you were. If you die and there is a credit balance on an account you hold jointly with others, the money does not go to your estate (and so to the beneficiaries under your will) but to the other joint account holders.

It will be up to you and the other joint account holders to say how many of you must sign in order to operate the account. For example, you might arrange with us that each of you has to sign a cheque drawn on the joint account. Alternatively, you might arrange that only one of you needs to sign. This arrangement will be part of your contract with us and may be altered at the request of yourself and the other joint account holders. However, we will normally treat all authorities for operating the joint account as cancelled once we know of your death (and certain conditions have been met) or of your bankruptcy. Also, regardless of any authorities to operate, any party to a joint account can require us to operate the account only on the signature of all parties. This might be done if there is a dispute between the joint account holders.

If your Account is in more than one person's name or if there are Additional Cardholders, you agree that each person may use the Account and have access to information about the Account without your or any Additional Cardholder's consent.

### **Cheques.**

#### **What is a cheque?**

A cheque is a written order to a Financial Institution to pay a sum of money on demand. Financial Institutions provide cheque forms and generally insist on the use of these forms.

#### **Time taken for clearing a cheque.**

Cheque clearance involves several steps, which may take a number of days. You should ask us for an estimate of the time it will take, if you need to know. The steps are usually as follows:

- (a) first, you deposit in your account a cheque you have received;
- (b) second, we will seek payment of the cheque from the Financial Institution on which the cheque is drawn (the two Financial Institutions could be the same); and
- (c) third, that Financial Institution will pay the proceeds of the cheque to us. Only then will the cheque be cleared.

Normally you will not be able to withdraw the value of a cheque you deposit until the cheque is cleared, even though your account may be credited with the proceeds of the cheque.

This rule applies even to cheques made payable to "cash".

#### **How a cheque may be specially cleared.**

If you want especially fast clearance of a cheque you can ask us for a special clearance. You should ask for an estimate of the time it will take and the cost. You cannot get a special clearance on overseas cheques.

Our fee for a special clearance covers the extra administrative costs involved in making a special payment request to the Financial Institution where the cheque account is held (including a possible courier charge).

#### **What is the effect of crossing a cheque?**

If you cross a cheque you are telling a Financial Institution not to cash it across the counter. The cheque should then be paid to a Financial Institution (for example into a customer's account). If a Financial Institution does cash the cheque it may be liable for any loss suffered by the true owner. Crossing a cheque means drawing across the face of the cheque from top to bottom two parallel lines, with or without the words "not negotiable" between them.

A crossing may be added by you when you make out a cheque or by any person who obtains possession of your cheque.

#### **What is the meaning of "not negotiable"?**

The words "not negotiable" between two parallel lines across the face of a cheque mean that, where the cheque is transferred, the person who obtains the cheque has the same rights as the person who transferred it to him or her.

For example, your cheque may be stolen and then passed on by the thief to another person. That person may then obtain payment of the cheque. In this example, if the cheque was crossed and marked "not negotiable", the person from whom the cheque is stolen might recover the amount of the cheque from the person who obtains payment of the cheque, even though that person may not have done anything wrong.

### **What is the meaning of “account payee only”?**

These words on a cheque are a warning to a Financial Institution that the cheque should be paid only to the person named in the cheque as payee.

If that Financial Institution credits a different person’s account, it may be liable to the true owner, unless the Financial Institution acted in good faith and without negligence (for example by making enquiries and receiving a reasonable explanation). The words “account payee only” do not prevent the transfer of a cheque.

### **What is the significance of deleting “or bearer”?**

Cheques are generally printed with the words “or bearer” appearing at the end of the line on which you put the name of the person to be paid (you will see this in your cheque book).

The words “or bearer” mean that (except in cases where the cheque is crossed and must therefore be collected by a Financial Institution) we have authority to pay the cheque to any person in possession of the cheque, even if that person found it or stole it, unless we have reason to suspect that the cheque might have fallen into the wrong hands.

If you wish to alter this by making the cheque an “order” cheque, the simplest thing to do is to cross out the words “or bearer” which are printed on the cheque. The words “to the order of” may also be inserted before the name of the payee, but if this is done the words “or bearer” must still be crossed out.

If a cheque is an “order” cheque then (except in cases where the cheque is crossed and must therefore be collected by a Financial Institution) we should only pay it:

- (a) to the named payee; or
- (b) to any other person to whom the named payee, by endorsing the cheque on the reverse side, has ordered it to be paid.

### **How and when may a cheque be stopped?**

You may stop payment on a cheque you have written by notifying us before the cheque is paid by us. Speed is important. You may notify us initially by telephone. This will put a hold on your cheque for a short time until you provide written instructions. You must then notify us in writing to stop the cheque. You can do this at any Branch. You must identify the cheque clearly by giving the amount, number and date of the cheque and to whom it is payable.

You can tell us to stop a cheque by using Internet and Phone Banking. If you use Internet and Phone Banking to notify us to stop a cheque you do not have to confirm that notice in writing.

We may charge a fee for stopping payment on a cheque.

### **Reducing the risk of unauthorised alterations.**

When you write a cheque, you should take care to reduce the opportunity for forgery and fraud. You have a duty to fill out the cheque so as not to mislead us or make it easy for someone else to alter your cheque. You should:

- (a) not leave gaps between the words or figures (if someone alters them cleverly, you may have to pay the altered amount);
- (b) begin the amount in words as close as possible to the left-hand side;
- (c) begin the amount in figures as close as possible to the dollar sign (\$);

- (d) never write a cheque in pencil or ink that can be rubbed out;
- (e) never sign a cheque before it is used or filled out; and
- (f) always write the amount of the cheque in words as well as figures, because words are harder to alter without your authority.

### **Cheques returned unpaid or “dishonoured”.**

Your cheque may be returned unpaid or “dishonoured” in certain circumstances, such as where:

- (a) there is not enough money in your account or your overdraft is not enough to cover the cheque; or
- (b) there is some irregularity with your cheque, for example your cheque is unsigned, is more than 15 months old, is post-dated (i.e. bears a date that has not arrived), or has been materially altered (for example by a change of the amount originally stated in it) and you have not initialled the alteration (some Financial Institutions even require a signature); or
- (c) you have instructed us to stop payment of your cheque; or
- (d) we have received notice of your mental incapacity, or of your death (and certain conditions have been met); or
- (e) a court order has frozen your account.

If a cheque you have deposited is dishonoured, we will advise you. We will also reduce the balance of your account by the amount of the cheque if we have already credited your account with that amount. We may also charge you a fee to cover our administrative costs.

### **Financial Institution cheques.**

The term “Financial Institution cheque” (which includes a bank cheque) describes a cheque which is to be paid by the Financial Institution itself, rather than from a customer’s account. Financial Institution cheques are generally treated by the law in the same manner as ordinary cheques. Although many people regard Financial Institution cheques as cash, you should be aware that in some cases a Financial Institution cheque may not be paid by the Financial Institution that issues it.

To clarify the position, the banks who are Members of the Australian Bankers’ Association (including us) have adopted the following policy in relation to bank cheques:

- (a) Forged or unauthorised bank cheques – if the signature of an officer of a bank is forged or placed on a bank cheque without the bank’s authority, the bank is not legally liable on it;
- (b) Bank cheque materially altered – a bank will dishonour a bank cheque which has been fraudulently and materially altered. A bank will co-operate with any holder of a cheque, or a person who is about to receive it, who may want to verify that the cheque is a valid bank cheque;
- (c) Bank cheque reported stolen or lost – where a bank is told that a bank cheque is lost or stolen and is satisfied that this is the case, the bank will not honour it if it is presented for payment by a person who has no right to it. The bank may provide a replacement bank cheque for a fee;
- (d) Court order restraining payment – a bank must observe an order of a court restraining the bank from paying its bank cheque which is presented for payment while the order is in force;

- (e) Failure of consideration for the issue of bank cheque – where a bank has not received payment for issuing a bank cheque to a customer (for example the customer’s cheque to the bank in payment for the bank cheque is dishonoured), the bank will refuse to pay the bank cheque only if the person presenting the bank cheque for payment:
- (i) has not given the value for it (for example the bank cheque is stolen); or
  - (ii) has given value for it but at the time of doing so he or she knew the bank had not been paid for the bank cheque (for example that the cheque in favour of the bank had been dishonoured).

## Section N – Information statement.

This part of the Terms and Conditions only applies to you if you are an individual and, when you enter into this agreement, you intend to use the credit obtained under this agreement wholly or predominantly for personal, domestic or household purposes.

### Things you should know about your proposed credit contract.

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, the AFCA scheme, or get legal advice.

## The contract.

### 1. How can I get details of my proposed credit contract?

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before:

- your contract is entered into; or
- you make an offer to enter into the contract; whichever happens first.

### 2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep. If you want another copy of your contract, write to your credit provider and ask for one.

Your credit provider may charge you a fee. Your credit provider has to give you a copy:

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

### 3. Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as:

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

### 4. Can I pay my credit contract out early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

### 5. How can I find out the pay out figure?

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

### 6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

### 7. Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

### 8. Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example:

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for:
  - a change in the way in which interest is calculated; or
  - a change in credit fees and charges; or
  - any other changes by your credit provider;

except where the change reduces what you have to pay or the change happens automatically under the contract.

## 9. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints.

The AFCA scheme can be contacted at:

**Online:** [www.afca.org.au](http://www.afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Phone:** 1800 931 678 (free call)

**Mail:** Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001

Alternatively, you can go to court. You may wish to get legal advice from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at [www.asic.gov.au](http://www.asic.gov.au)

## Insurance.

### 10. Do I have to take out insurance?

You can decide if you want to take out insurance or not. If you take out insurance, the credit provider can not insist that you use any particular insurance company.

### 11. Will I get details of my insurance cover?

Yes, if you have taken out consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal. Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance. You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

### 12. If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

### 13. In that case, what happens to the premiums?

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

## General.

### 14. What do I do if I can not make a repayment?

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways:

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

### 15. What if my credit provider and I can not agree on a suitable arrangement?

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the AFCA Scheme. Further details about this scheme are set out below at 17.

### 16. Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

### 17. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations.  
You should also READ YOUR CONTRACT carefully.

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT:

**ONLINE:** [WWW.AFCA.ORG.AU](http://WWW.AFCA.ORG.AU)

**EMAIL:** [INFO@AFCA.ORG.AU](mailto:INFO@AFCA.ORG.AU)

**PHONE:** 1800 931 678 (FREE CALL)

**MAIL:** AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY  
GPO BOX 3, MELBOURNE VIC 3001

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.



Bank of  
Melbourne

---

*Bank of Melbourne acknowledges the traditional owners as the custodians of this land, recognising their connection to land, waters and community. We pay our respect to Australia's First Peoples, and to their Elders, past and present.*

© Bank of Melbourne – A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714.  
WBCBOM44300 1123